

**Exhibit 6**

# Lugenbuhl

LUGENBUHL, WHEATON, PECK, RANKIN & HUBBARD  
A LAW CORPORATION  
601 POYDRAS STREET | SUITE 2775 | NEW ORLEANS, LA 70130

TEL: 504.568.1990 | FAX: 504.310.9195

Stewart F. Peck

E-mail: speck@lawla.com

October 30, 2020

**VIA U.S. CERTIFIED RETURN RECEIPT**  
**AND FACSIMILE – (713) 634-3808**

Ecopetrol America LLC  
2800 Post Oak Boulevard  
Suite 4500  
Houston, TX 77056

Ecopetrol America LLC  
through its registered agent,  
C T Corporation System  
1999 Bryan St., Ste. 900  
Dallas, TX 75201-3136

Re: Demand for Payment  
Our File No. 37647.200676

Dear Sir or Madam:

Enclosed please find copies of the Statement of Privilege recorded by Atlantic Maritime Services, LLC (“Atlantic”) against the following property:

<b>Title of Document:</b>	Statement of Privilege
<b>Claimant:</b>	Atlantic Maritime Services, LLC
<b>Parishes:</b>	St. Tammany, Orleans, St. Bernard and Plaquemines
<b>Lease:</b>	OCS-G-28030
<b>Field:</b>	Mississippi Canyon – 948
<b>Operator:</b>	Fieldwood Energy, LLC
<b>Principal Amount:</b>	\$5,842,744.68

The records of BOEM indicate that you own a working interest in the above property.

Demand is hereby made upon you to pay Atlantic \$5,842,744.68, together with interest thereon, the cost of filing the lien and attorney’s fees of 10% percent of the amount sought to be collected.

Failure to pay Atlantic \$5,842,744.68 within seven (7) days from date hereof will leave Atlantic no alternative but to file a Complaint against you in the United States District Court for the Eastern District for Louisiana seeking the recognition and enforcement of its privilege, i.e. its Louisiana Oil Well Lien, against your interest in the above property for the aforesaid amount. Additionally, pursuant to La. Rev. Stat. 9:4871, Atlantic will seek a Writ of Sequestration, without the necessity of furnishing bond, be issued. Once the Writ of Sequestration is issued, Atlantic will

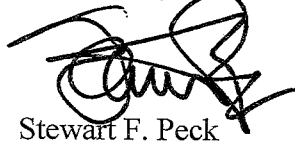
October 30, 2020

Page 2

record it in the records of the Clerks of Court for the Parishes of St. Tammany, Orleans, St. Bernard and Plaquemines and with BOEM to effectuate a paper seizure of your working interest and other rights in the above described property.

Nothing herein shall be construed as Atlantic taking any action whatsoever against the Operator, Fieldwood Energy, LLC or any of its affiliates or any of their interests or rights they may have in the above described property, as Atlantic is stayed from proceeding against same pursuant to 11 U.S.C. §362. Atlantic does, however, reserve the right to seek to move to lift the stay order in the Fieldwood Chapter 11 proceeding to have your interest sequestered and seized as to any proceeds payable to you from the sale of hydrocarbons attributed to your interest against which Atlantic's liens attach.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Stewart F. Peck', with a stylized flourish at the end.

Stewart F. Peck

SFP/yam  
Enclosure

1340 Poydras Street, 4th Floor  
New Orleans, Louisiana 70112



Land Records Division  
Telephone (504) 407-0005

**Chelsey Richard Napoleon**  
**Clerk of Court and Ex-Officio Recorder**  
**Parish of Orleans**

**DOCUMENT RECORDATION INFORMATION**

Instrument Number: 2020-24965

Recording Date: 7/16/2020 01:40:54 PM

Document Type: LABOR/MATERIAL LIEN

Addtl Titles Doc Types:

Mortgage Instrument Number: 1334982

Filed by: SHER GARNER  
909 POYDRAS ST 28TH FLOOR  
  
NEW ORLEANS, LA 70112

**THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND  
SHOULD BE RETAINED WITH ANY COPIES.**



(Mississippi Canyon 948 #4)

**STATEMENT OF PRIVILEGE**

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified for the County of Harris, State of Texas, personally came and appeared:

**ATLANTIC MARITIME SERVICES LLC**, a Delaware limited liability company  
("Claimant")

who states that it has a claim, lien and privilege pursuant to La. R.S. 9:4861 et seq., as follows:

- 1) Name and Address of Claimant:

Atlantic Maritime Services LLC  
5847 San Felipe, Suite 3300  
Houston, TX 77057

- 2) Nature and amount of the obligation for which Claimant's privilege is claimed:

Labor, materials, services and related supplies and expenses, in connection with offshore drilling services under a contract between Claimant and the Operator for the Well (as defined in Section 5 below) in the amount of **\$5,824,744.68**, plus contractually owed interest at the rate of 10 percent per annum, and contractually owed attorneys' fees and expenses (collectively, the "Obligations"). The Obligations include, but are not limited to obligations owed to Claimant (a) as a contractor for the price of its contract with Operator for operations with respect to the Well; and (b) as a seller for the price of movables sold to Operator that are incorporated in the Well or in a facility located on the well site; consumed in operations; and/or consumed at the site of the Well by a person performing labor or services on the site of the Well located in the waters of the State of Louisiana. Invoices evidencing the Obligations are attached hereto. The date of the last activity giving rise to Claimant's privilege set forth in this Statement of Privilege is July 4, 2020.

- 3) Name and address of the person owing the amount for which Claimant's privilege is claimed:

Fieldwood Energy LLC  
2000 W. Sam Houston Parkway South, Suite 1200  
Houston, TX 77042

- 4) Name and address of the operator of the well as shown by the records of the Commission of Conservation:

1

Chelsey Richard Napoleon  
CLERK OF CIVIL DISTRICT COURT  
INST #: 2020-24965 07/16/2020 01:40:54 PM  
TYPE: LABOR 17 PG(S)

MIN#: 1334982



Not applicable as this well is located on the Outer Continental Shelf; however, the Operator of the Well is as follows:

Fieldwood Energy LLC  
2000 W. Sam Houston Parkway South, Suite 1200  
Houston, TX 77042

- 5) Description of the Operating Interest Upon Which the Privilege is Claimed, or of the Well with Respect to Which the Operations Giving Rise to Claimant's Privilege were Performed:

The privilege is claimed upon the operating interest of Fieldwood Energy LLC in **Mississippi Canyon Block 948, Lease No. OCS-G-28030** (the "Lease"), and **Well #4 (OCS-G-28030)** drilled by Claimant on behalf of Fieldwood Energy LLC during the time from June 4, 2020, until July 4, 2020 (the "Well"), including the operating interest under which the operations giving rise to the Claimant's privilege are conducted together with the interest of the lessee and/or operator of such interest in any (a) well, building, tank, leasehold pipeline, and other construction or facility on the well site; (b) movable on the well site that is used in operations, other than a movable that is only transiently on the well site for repair, testing, or other temporary use; (c) tract of land, servitude, and lease described in La. R.S. 9:4861(12)(c) covering the well site of the operating interest; (d) drilling or other rig located at the well site of the operating interest if the rig is owned by the operator or by a contractor from whom the activities giving rise to the Claimant's privilege emanate; (e) the interest of the operator and participating lessee in hydrocarbons produced from the operating interest and the interest of a non-participating lessee in hydrocarbons produced from that part of his operating interest subject to the privilege; and (f) the proceeds received by, and the obligations owed to, a lessee from the disposition of hydrocarbons subject to the privilege.

This Statement of Privilege is made by Claimant for the purpose of preserving its claim, lien and privilege as a provider of materials, labor and services for and to the Operator and Well described above, including, without limitation, all claims, liens and privileges under La. R.S. 9:4861 *et seq.*, and all claims for interest due on the obligations, along with the cost of preparing and filing this Statement of Privilege, and attorneys' fees and costs, to the fullest extent permitted by applicable law.

[ remainder of page intentionally blank - signature follows on next page ]

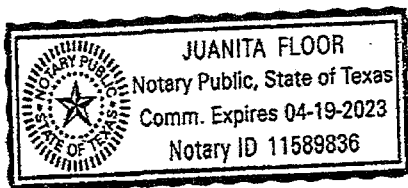
Date: July 15, 2020

ATLANTIC MARITIME SERVICES LLC,  
a Delaware limited liability company

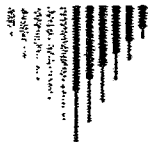
By: J. R. M.S.  
Name: JASON R. MORGARELLI  
Title: PRESIDENT

Sworn to and subscribed before me, Notary Public,  
this 15<sup>th</sup> day of July 2020.

Juanita Floor  
Notary Public  
Notary Bar Roll No. 11589836  
My Commission Expires: 4/19/2023



VALARIS



Atlantic Maritime Service LLC  
5847 San Felipe, Suite 3500  
Houston, TX 77057  
Phone: (281) 809-0377

INVOICE

TO: FIELDWOOD ENERGY LLC  
2000 W.SAM HOUSTON PARKWAY SOUTH  
SUITE 1200  
HOUSTON, TX 77042

INVOICE NO: FWD2007260  
INVOICE DATE: 7/1/2020  
CUSTOMER NUMBER: 1348  
PAYMENT TERM: 45 DAYS

ATTN: AP DEPARTMENT

RIG: Resolute - DS-16  
WELL NUMBER: MC-948 #4  
LOCATION: MC-948 #4

AFE: FW205014

DAYWORK BILLING FOR ROWAN RESOLUTE FOR THE MONTH OF JUNE  
PER ARTICLE OF THE OFFSHORE DAYWORK DRILLING CONTRACT  
AND SIGNED RIG TIMESHEET ATTACHED.

FROM 16:00 HOURS ON 06/04/2020 THRU 24:00 HOURS ON 06/30/2020

DAYRATE EFFECTIVE

	DAYRATE	
568.0 HOURS OPERATING AT	\$185,000.00	\$4,378,333.31
0.0 HOURS STANDBY AT	\$181,300.00	\$0.00
0.0 HOURS REDRILL	\$166,500.00	\$0.00
16.0 HOURS REPAIR SUBSEA RATE	\$185,000.00	\$123,333.28
0.5 HOURS REPAIR SURFACE RATE	\$185,000.00	\$3,854.17
47.5 HOURS MOVE RATE	\$181,300.00	\$ 358,822.92
0.0 HOURS FORCE MAJEURE	\$166,500.00	\$0.00
632.0 TOTAL HOURS		

Crew Shortage

AMOUNT DUE: \$ 4,864,343.68

REMIT ACH PAYMENTS TO:

Beneficiary: Atlantic Maritime Service LLC  
Wells Fargo Bank, N.A.  
San Francisco, CA  
SWIFT Code: WFBUS6S  
ABA #121000248  
Account # 4669481673

Digitally signed  
by Ben  
Date:  
2020.07.02  
09:26:38 -05'00'

Coding: BU10079	
(4,378,333.31)	10417- 110-4202-810101
-	10417- 110-4202-810102
-	10417- 110-4202-810110
(127,187.45)	10417- 110-4202-810103
(358,822.92)	10417- 110-4202-810104
ED	

R202 Billing worksheet\_2020 - June 4-30, 2020

FIELDWOOD Resolute	DATE	DESCRIPTION OF WORK	WELL NAME / LOCATION:		OPERATING \$185,000	STANDBY \$181,300	REDRILL RATE \$168,500	MOVE RATE \$181,300	REPAIR		REPAIRS		MOVE \$181,300	*ORCE MAJEURE \$186,500	TOTAL HOURS
									SURFACE \$185,000	SUBSEA \$185,000					
June 2020	1 June 2020														0.0
	2 June 2020														0.0
	3 June 2020														0.0
	4 June 2020	Moving as directed, Moved and Repaired(Changing out Blue Max cable)						8.0							8.0
	5 June 2020	Working as directed and Repaired(Changing out Blue Max cable)						2.0		12.0					24.0
	6 June 2020	Working as directed			10.0					4.0					24.0
	7 June 2020	Working as directed and Moved			20.0										24.0
	8 June 2020	Working as directed, repaired and Moved			20.0			4.0							24.0
	9 June 2020	Working as directed			16.5			7.0		0.5					24.0
	10 June 2020	Working as directed			24.0										24.0
	11 June 2020	Working as directed			24.0										24.0
	12 June 2020	Working as directed			24.0										24.0
	13 June 2020	Working as directed			24.0										24.0
	14 June 2020	Working as directed			24.0										24.0
	15 June 2020	Working as directed			24.0										24.0
	16 June 2020	Working as directed			24.0										24.0
	17 June 2020	Working as directed			24.0										24.0
	18 June 2020	Working as directed			24.0										24.0
	19 June 2020	Working as directed			24.0										24.0
	20 June 2020	Working as directed			24.0										24.0
	21 June 2020	Working as directed			24.0										24.0
	22 June 2020	Working as directed			24.0										24.0
	23 June 2020	Working as directed			24.0										24.0
	24 June 2020	Working as directed			24.0										24.0
	25 June 2020	Working as directed			24.0										24.0
	26 June 2020	Working as directed			24.0										24.0
	27 June 2020	Working as directed and Moved			20.5			3.5							24.0
	28 June 2020	Working as directed and Moved			13.0			11.0							24.0
	29 June 2020	Working as directed			24.0										24.0
	30 June 2020	Working as directed and Moved			12.0			12.0							24.0
	31 June 2020														0.0
HOURS:															632.0
AMOUNTS:															
						\$4,378,333.31	\$0.00	\$0.00	\$359,822.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,864,343.68
										\$3,854.17	\$123,333.28	\$0.00	\$0.00	\$0.00	







Atlantic Maritime Service LLC  
5847 San Felipe, Suite 3500  
Houston, TX 77057  
Phone: (281) 809-0377

INVOICE

TO: FIELDWOOD ENERGY LLC  
2000 W.SAM HOUSTON PARKWAY SOUTH  
SUITE 1200  
HOUSTON, TX 77042

INVOICE NO: FWD2007261  
INVOICE DATE: 7/6/2020  
CUSTOMER NUMBER: 1348  
PAYMENT TERM 45 DAYS

ATTN: AP DEPARTMENT

RIG: Resolute - DS-16  
WELL NUMBER: MC-948#4  
LOCATION: MC-948#4

AFE: FW205014

DAYWORK BILLING FOR ROWAN RESOLUTE FOR THE MONTH OF JULY  
PER ARTICLE OF THE OFFSHORE DAYWORK DRILLING CONTRACT  
AND SIGNED RIG TIMESHEET ATTACHED.

FROM 00:00 HOURS ON 07/01/2020 THRU 24:00 HOURS ON 07/04/2020

DAYRATE EFFECTIVE

	DAYRATE	
0.0 HOURS OPERATING AT	\$185,000.00	\$0.00
96.0 HOURS STANDBY AT	\$181,300.00	\$725,200.00
0.0 HOURS REDRILL	\$166,500.00	\$0.00
0.0 HOURS REPAIR SUBSEA RATE	\$185,000.00	\$0.00
0.0 HOURS REPAIR SURFACE RATE	\$185,000.00	\$0.00
0.0 HOURS ZERO RATE	\$0.00	\$
0.0 HOURS FORCE MAJEURE	\$166,500.00	\$0.00
96.0 TOTAL HOURS		

Crew Shortage

AMOUNT DUE: \$ 725,200.00

Digitally signed  
by Ben  
Date:  
2020.07.06  
08:34:09 -05'00'

REMIT ACH PAYMENTS TO:  
Beneficiary: Atlantic Maritime Service LLC  
Wells Fargo Bank, N.A.  
San Francisco, CA  
SWIFT Code:WFBUS6S  
ABA #121000248  
Account # 4669481673

Coding: BU10079  
- 10417- 110-4202-810101  
(725,200.00) 10417- 110-4202-810102  
- 10417- 110-4202-810110  
- 10417- 110-4202-810103  
10417- 110-4202-810104  
ED

AFE: FW205014  
Lease: MC-948 #4  
Project: Gunflint (STIM)  
Engineer: J. Perroux  
Routing #: 580047

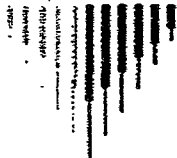


R202 Billing worksheet\_2020 - July 2020

FIELDWOOD Resolute	DATE	DESCRIPTION OF WORK	WELL NAME / LOCATION:		OPERATING	STANDBY	REDRILL RATE	Zero rate	REPAIR		REPAIRS	MOVE	FORCE MAJEURE	TOTAL HOURS
			AFE	MC-948#4 FW205014					SURFACE	SUBSEA				
July 2020	1 July 2020	Standby as directed			\$185,000	\$181,300	\$166,500	\$0	\$185,000	\$165,000		\$181,300	\$166,500	24.0
	2 July 2020	Standby as directed				24.0								24.0
	3 July 2020	Standby as directed				24.0								24.0
	4 July 2020	Standby as directed				24.0								24.0
	5 July 2020	Standby as directed												0.0
	6 July 2020													0.0
	7 July 2020													0.0
	8 July 2020													0.0
	9 July 2020													0.0
	10 July 2020													0.0
	11 July 2020													0.0
	12 July 2020													0.0
	13 July 2020													0.0
	14 July 2020													0.0
	15 July 2020													0.0
	16 July 2020													0.0
	17 July 2020													0.0
	18 July 2020													0.0
	19 July 2020													0.0
	20 July 2020													0.0
	21 July 2020													0.0
	22 July 2020													0.0
	23 July 2020													0.0
	24 July 2020													0.0
	25 July 2020													0.0
	26 July 2020													0.0
	27 July 2020													0.0
	28 July 2020													0.0
	29 July 2020													0.0
	30 July 2020													0.0
	31 July 2020													0.0
HOURS:					0.0	96.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	96.0
AMOUNTS:					\$0.00	\$725,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$725,200.00



VALARIS



Atlantic Maritime Service LLC  
5847 San Felipe , Suite 3500  
Houston, TX 77057  
Phone: (281) 809-0377

INVOICE

TO: FIELDWOOD ENERGY LLC  
2000 W.SAM HOUSTON PARKWAY SOUTH  
SUITE 1200  
HOUSTON, TX 77042  
ATTN: ACCOUNTS PAYABLE

INVOICE NO: FWD2007263  
INVOICE DATE: 07/09/20  
CUSTOMER NUMBER: 1348  
PAYMENT TERM 45 DAYS  
RIG: DS-16 Resolute

WELL NUMBER MC-948 #4

AFE #: FW205014

TO INVOICE YOU FOR THIRD PARTY CATERING JULY 1-4, 2020 PER ATTACHED THE COMPANY  
MEAL TICKETS

MEALS @	35 MEAL / COURTESY	\$	-
27 COST/DAY/PERSON	140 COST/DAY/PERSON	\$	3,780.00

AMOUNT DUE: \$ 3,780.00

Rig Manager's Approval: \_\_\_\_\_

REMIT ACH PAYMENTS TO:

Beneficiary: Atlantic Maritime Service LLC  
Wells Fargo Bank, N.A.  
San Francisco, CA  
SWIFT Code: WFBUS6S  
ABA #121000248  
Account # 4669481673

\$	(3,780.00)	810620.10417.4202.110
\$	-	912812.10417.4202-110
\$	-	919220.10417.4202.110
\$	-	912814.10417.4202-110
\$	-	919220.10417.4202.110

ED

# Rowan Resolute

[illegible]

ACCT CODE 3025-45

90. Butler

7-2-2020

AFF: FW205014

Lease: MC-948 #4

Project: Gunflint (STIM)

Engineer: J. Perroux

Routing #: 580047

Company Man APPROVAL:

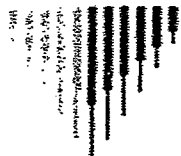
Symone Daniel 7/2/22



# Rowan Resolute

[illegible]

VALARIS



Atlantic Maritime Service LLC  
5847 San Felipe, Suite 3500  
Houston, TX 77057  
Phone: (281) 809-0377

INVOICE

TO: FIELDWOOD ENERGY LLC  
2000 W.SAM HOUSTON PARKWAY SOUTH  
SUITE 1200  
HOUSTON, TX 77042  
ATTN: ACCOUNTS PAYABLE

INVOICE NO: FWD2007262  
INVOICE DATE: 07/09/20  
CUSTOMER NUMBER: 1348  
PAYMENT TERM 45 DAYS  
RIG: DS-16 Resolute

WELL NUMBER MC-948 #4

AFE #: FW205014

TO INVOICE YOU FOR THIRD PARTY CATERING JUNE 5-30, 2020 PER ATTACHED THE COMPANY MEAL TICKETS

MEALS @	35 MEAL / COURTESY	\$	-
1653 COST/DAY/PERSON	140 COST/DAY/PERSON	\$	231,420.00

AMOUNT DUE: \$ 231,420.00

Rig Manager's Approval: \_\_\_\_\_

REMIT ACH PAYMENTS TO:

Beneficiary: Atlantic Maritime Service LLC  
Wells Fargo Bank, N.A.  
San Francisco, CA  
SWIFT Code: WFBUS6S  
ABA #121000248  
Account # 4669481673

\$ (231,420.00)	810620.10417.4202.110
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\$43,469.00	919220.10417.4202.110

ED



CLIENT THIRD PARTY ROOM AND MEAL CHARGE-OFF FOR: June 2020 Well Name: Gunflint, AFE: FW205014 Routing#580047

ACCT CODE 7300-45  
J. Butler 7-2-2002

Expense Book 01M 7/2/20

~~G:\Users\krcd\OneDrive\Documents\2020 3rd Party Bunk Meeting Notes - QIM APPROVAL~~

**Company Men Approval:**



Rowan Resolute

CLIENT THIRD PARTY ROOM AND MEAL CHARGE-OFF FOR: June 2020 Well Name: Gunflint, AFE: FW206014 Routing#880047																																	
Group	Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
ABB LTD																																	
ABS																																	
Ampol																																	
Algas																																	
Aker																																	
Aqua Tech																																	
Automated Production																																	
Archer																																	
Baileys																																	
Baker Hughes																																	
Bedrock Petroleum																																	
BHGE																																	
Blackhawk																																	
BSEE																																	
Bugware																																	
Burner Fire Control																																	
Cajun Cutlery																																	
Cameron																																	
Celco																																	
ChampionX																																	
Choquet																																	
Clearant																																	
Cavins																																	
CoreLab																																	
Danos																																	
Deep Sea DS																																	
DGO																																	
Diversified																																	
Dril-Quip																																	
Dynamic Industries																																	
Ecoserv																																	
Elite Comms																																	
EPS																																	
EVO																																	
Expro																																	
PDF Pipe Washing																																	
Feldwood																																	
FMC																																	
FRANKS INTL																																	
Fugro																																	
GAIA																																	
GE Oil & Gas																																	
GSI																																	
Gulfstream																																	
HALLIBURTON/Sperry																																	
Hydrocarbon																																	
Impact Selector																																	
Interwell																																	
Lloyds Register																																	
MAKO																																	
Master Flo																																	
M1 Swaco																																	
MISTRAS Group																																	
NALCO																																	
Newpark																																	

Started Gunflint  
1600 on 6/1/2020

Started Gunfl  
1600 on 6



1340 Poydras Street, 4th Floor  
New Orleans, Louisiana 70112



Land Records Division  
Telephone (504) 407-0005

**Chelsey Richard Napoleon**  
**Clerk of Court and Ex-Officio Recorder**  
**Parish of Orleans**

**DOCUMENT RECORDATION INFORMATION**

Instrument Number: 2020-24965

Recording Date: 7/16/2020 01:40:54 PM

Document Type: LABOR/MATERIAL LIEN

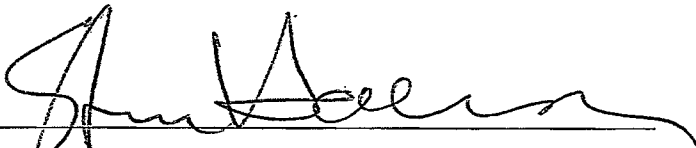
Addtl Titles Doc Types:

Mortgage Instrument Number: 1334982

Filed by: SHER GARNER  
909 POYDRAS ST 28TH FLOOR  
NEW ORLEANS, LA 70112

**THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND  
SHOULD BE RETAINED WITH ANY COPIES.**



  
Steven Hoerner, Deputy Clerk  
A True and Correct Copy  
Chelsey Richard Napoleon, Clerk, Civil District Court

**Plaquemines Parish Recording Page**

Kim Turlich-Vaughan  
Clerk of Court  
PO Box 40  
Belle Chasse, LA 70037  
(504) 934-6610

**Received From :**

SHER, GARNER, CAHILL, RICHTER, KLEIN  
& HILBERT, L.L.C.  
909 POYDRAS ST., 28TH FLOOR  
NEW ORLEANS, LA 70112

**First MORTGAGOR**

FIELDWOOD ENERGY LLC

**First MORTGAGEE**

ATLANTIC MARITIME SERVICES LLC

**Index Type :** MORTGAGE

**File # :** 2020-00002805

**Type of Document :** MATERIALMANS LIEN

**Book :** 772

**Page :** 616

**Recording Pages :** 17

**Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Plaquemines Parish, Louisiana.

**On (Recorded Date) :** 07/16/2020

**At (Recorded Time) :** 10:47:54AM



Doc ID - 005320630017

CLERK OF COURT  
KIM TURLICH-VAUGHAN  
Parish of Plaquemines

I certify that this is a true copy of the attached  
document that was filed for registry and  
Recorded 07/16/2020 at 10:47:54  
Recorded in Book 772 Page 616  
File Number 2020-00002805

Deputy Clerk



**Return To :**

(Mississippi Canyon 948 #4)

**STATEMENT OF PRIVILEGE**

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified for the County of Harris, State of Texas, personally came and appeared:

**ATLANTIC MARITIME SERVICES LLC**, a Delaware limited liability company  
("Claimant")

who states that it has a claim, lien and privilege pursuant to La. R.S. 9:4861 et seq., as follows:

1) Name and Address of Claimant:

Atlantic Maritime Services LLC  
5847 San Felipe, Suite 3300  
Houston, TX 77057

2) Nature and amount of the obligation for which Claimant's privilege is claimed:

Labor, materials, services and related supplies and expenses, in connection with offshore drilling services under a contract between Claimant and the Operator for the Well (as defined in Section 5 below) in the amount of \$5,824,744.68, plus contractually owed interest at the rate of 10 percent per annum, and contractually owed attorneys' fees and expenses (collectively, the "Obligations"). The Obligations include, but are not limited to obligations owed to Claimant (a) as a contractor for the price of its contract with Operator for operations with respect to the Well; and (b) as a seller for the price of movables sold to Operator that are incorporated in the Well or in a facility located on the well site; consumed in operations; and/or consumed at the site of the Well by a person performing labor or services on the site of the Well located in the waters of the State of Louisiana. Invoices evidencing the Obligations are attached hereto. The date of the last activity giving rise to Claimant's privilege set forth in this Statement of Privilege is July 4, 2020.

3) Name and address of the person owing the amount for which Claimant's privilege is claimed:

Fieldwood Energy LLC  
2000 W. Sam Houston Parkway South, Suite 1200  
Houston, TX 77042

4) Name and address of the operator of the well as shown by the records of the Commission of Conservation:

Not applicable as this well is located on the Outer Continental Shelf; however, the Operator of the Well is as follows:

Fieldwood Energy LLC  
2000 W. Sam Houston Parkway South, Suite 1200  
Houston, TX 77042

- 5) Description of the Operating Interest Upon Which the Privilege is Claimed, or of the Well with Respect to Which the Operations Giving Rise to Claimant's Privilege were Performed:

The privilege is claimed upon the operating interest of Fieldwood Energy LLC in **Mississippi Canyon Block 948, Lease No. OCS-G-28030** (the "Lease"), and **Well #4 (OCS-G-28030)** drilled by Claimant on behalf of Fieldwood Energy LLC during the time from June 4, 2020, until July 4, 2020 (the "Well"), including the operating interest under which the operations giving rise to the Claimant's privilege are conducted together with the interest of the lessee and/or operator of such interest in any (a) well, building, tank, leasehold pipeline, and other construction or facility on the well site; (b) movable on the well site that is used in operations, other than a movable that is only transiently on the well site for repair, testing, or other temporary use; (c) tract of land, servitude, and lease described in La. R.S. 9:4861(12)(c) covering the well site of the operating interest; (d) drilling or other rig located at the well site of the operating interest if the rig is owned by the operator or by a contractor from whom the activities giving rise to the Claimant's privilege emanate; (e) the interest of the operator and participating lessee in hydrocarbons produced from the operating interest and the interest of a non-participating lessee in hydrocarbons produced from that part of his operating interest subject to the privilege; and (f) the proceeds received by, and the obligations owed to, a lessee from the disposition of hydrocarbons subject to the privilege.

This Statement of Privilege is made by Claimant for the purpose of preserving its claim, lien and privilege as a provider of materials, labor and services for and to the Operator and Well described above, including, without limitation, all claims, liens and privileges under La. R.S. 9:4861 et seq., and all claims for interest due on the obligations, along with the cost of preparing and filing this Statement of Privilege, and attorneys' fees and costs, to the fullest extent permitted by applicable law.

[ remainder of page intentionally blank - signature follows on next page ]

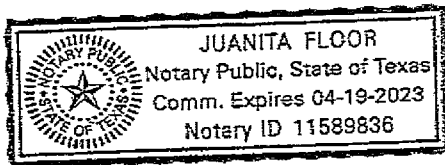
Date: July 15, 2020

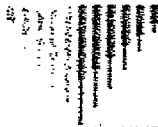
**ATLANTIC MARITIME SERVICES LLC,**  
a Delaware limited liability company

By: J. R. Morgan  
Name: JASON R. MORGAN  
Title: PRESIDENT

Sworn to and subscribed before me, Notary Public,  
this 15<sup>th</sup> day of July 2020.

Juanita Floor  
Notary Public  
Notary Bar Roll No. 11589836  
My Commission Expires: 4/19/2023



**VALARIS**

Atlantic Maritime Service LLC  
 5947 San Felipe, Suite 3500  
 Houston, TX 77057  
 Phone: (281) 808-0377

**INVOICE**

TO: FIELDWOOD ENERGY LLC  
 2000 W.SAM HOUSTON PARKWAY SOUTH  
 SUITE 1200  
 HOUSTON, TX 77042

ATTN: AP DEPARTMENT

INVOICE NO: FWD2007260  
 INVOICE DATE: 7/1/2020  
 CUSTOMER NUMBER: 1348  
 PAYMENT TERM: 45 DAYS

RIG: Resolute - DS-16  
 WELL NUMBER: MC-948 #4  
 LOCATION: MC-948 #4

AFE: FW205014

DAYWORK BILLING FOR ROWAN RESOLUTE FOR THE MONTH OF JUNE  
 PER ARTICLE OF THE OFFSHORE DAYWORK DRILLING CONTRACT  
 AND SIGNED RIG TIMESHEET ATTACHED.

FROM 18:00 HOURS ON 06/04/2020 THRU 24:00 HOURS ON 06/30/2020

DAYRATE EFFECTIVE

568.0 HOURS OPERATING AT	\$185,000.00	\$4,378,333.31
0.0 HOURS STANDBY AT	\$181,300.00	\$0.00
0.0 HOURS REDRILL	\$166,500.00	\$0.00
16.0 HOURS REPAIR SUBSEA RATE	\$185,000.00	\$123,333.28
0.5 HOURS REPAIR SURFACE RATE	\$185,000.00	\$3,854.17
47.5 HOURS MOVE RATE	\$181,300.00	\$ 358,822.92
0.8 HOURS FORCE MAJEURE	\$166,500.00	\$0.00
<u>632.0 TOTAL HOURS</u>		

Crew Shortage

AMOUNT DUE: \$ 4,864,343.68

REMIT ACH PAYMENTS TO:  
 Beneficiary: Atlantic Maritime Service LLC  
 Wells Fargo Bank, N.A.  
 San Francisco, CA  
 SWIFT Code: WFB/US6S  
 ABA #121000248  
 Account # 4659481673

Digitally signed  
 by Ben  
 Date:  
 2020.07.02  
 09:26:38 -05'00'

Coding: BU10079	
(4,378,333.31)	10417- 110-4202-810101
-	10417- 110-4202-810102
-	10417- 110-4202-810110
(127,187.45)	10417- 110-4202-810103
(358,822.92)	10417- 110-4202-810104
ED	

R202 Billing worksheet\_2020 - June 4-30, 2020

FIELDWOOD  
ResoluteWELL NAME / LOCATION: AFE MC-048 #4  
FW200014

June 2020

DATE	DESCRIPTION OF WORK	OPERATING \$185,000	STANDBY \$101,300	REDRILL RATE \$105,500	MOVE RATE \$101,300	REPAIR SURFACE \$105,000	REPAIRS SUBSEA \$185,000	MOVE \$101,300	FORCE MAJEURE \$185,500	TOTAL HOURS
1 June 2020										0.0
2 June 2020										0.0
3 June 2020										0.0
4 June 2020	Moving as directed	10.0			8.0					8.0
5 June 2020	Working as directed, Moved and Repaired(Changing out Blue Max cable)	20.0			2.0					24.0
6 June 2020	Working as directed and Repaired(Changing out Blue Max cable)	20.0					12.0			24.0
7 June 2020	Working as directed	20.0					4.0			24.0
8 June 2020	Working as directed and Moved	20.0			4.0					24.0
9 June 2020	Working as directed, repaired and Moved	18.5			7.0	0.5				24.0
10 June 2020	Working as directed	24.0								24.0
11 June 2020	Working as directed	24.0								24.0
12 June 2020	Working as directed	24.0								24.0
13 June 2020	Working as directed	24.0								24.0
14 June 2020	Working as directed	24.0								24.0
15 June 2020	Working as directed	24.0								24.0
16 June 2020	Working as directed	24.0								24.0
17 June 2020	Working as directed	24.0								24.0
18 June 2020	Working as directed	24.0								24.0
19 June 2020	Working as directed	24.0								24.0
20 June 2020	Working as directed	24.0								24.0
21 June 2020	Working as directed	24.0								24.0
22 June 2020	Working as directed	24.0								24.0
23 June 2020	Working as directed	24.0								24.0
24 June 2020	Working as directed	24.0								24.0
25 June 2020	Working as directed	24.0								24.0
26 June 2020	Working as directed and Moved	24.0								24.0
27 June 2020	Working as directed and Moved	20.5			3.5					24.0
28 June 2020	Working as directed and Moved	13.0			11.0					24.0
29 June 2020	Working as directed	24.0								24.0
30 June 2020	Working as directed and Moved	12.0			12.0					24.0
31 June 2020										0.0
HOURS:		588.0	0.0	0.0	47.5	0.5	18.0	0.0	0.0	632.0
AMOUNTS:		\$4,379,333.31	\$0.00	\$0.00	\$588,822.92	\$5,854.17	\$123,333.26	\$0.00	\$0.00	\$4,884,343.68

EXHIBIT 6



EXHIBIT 6



VALARIS

Atlantic Maritime Service LLC  
5847 San Felipe, Suite 3500  
Houston, TX 77057  
Phone: (281) 809-0377

## INVOICE

TO: FIELDWOOD ENERGY LLC  
2000 W.SAM HOUSTON PARKWAY SOUTH  
SUITE 1200  
HOUSTON, TX 77042

INVOICE NO: FWD2807261  
INVOICE DATE: 7/6/2020  
CUSTOMER NUMBER: 1348  
PAYMENT TERM 45 DAYS

ATTN: AP DEPARTMENT

RIG: Resolute - DS-16  
WELL NUMBER: MC-948#4  
LOCATION: MC-948#4

AFE: FW205014

DAYWORK BILLING FOR ROWAN RESOLUTE FOR THE MONTH OF JULY  
PER ARTICLE OF THE OFFSHORE DAYWORK DRILLING CONTRACT  
AND SIGNED RIG TIMESHEET ATTACHED.

FROM 00:00 HOURS ON 07/01/2020 THRU 24:00 HOURS ON 07/04/2020

DAYRATE EFFECTIVE

0.0 HOURS OPERATING AT	
96.0 HOURS STANDBY AT	
0.0 HOURS REDRILL	
0.0 HOURS REPAIR SUBSEA RATE	
0.0 HOURS REPAIR SURFACE RATE	
0.0 HOURS ZERO RATE	
0.0 HOURS FORCE MAJEURE	
<u>96.0 TOTAL HOURS</u>	


DAYRATE

\$185,000.00	\$0.00
\$181,300.00	\$725,200.00
\$166,500.00	\$0.00
\$185,000.00	\$0.00
\$185,000.00	\$0.00
\$0.00	\$-
\$166,500.00	\$0.00

Crew Shortage

AMOUNT DUE: \$ 725,200.00

Digitally signed  
by Ben  
Date:  
2020.07.06  
08:34:09 -05'00'



REMIT ACH PAYMENTS TO:

Beneficiary: Atlantic Maritime Service LLC  
Wells Fargo Bank, N.A.  
San Francisco, CA  
SWIFT Code: WFBUS66S  
ABA #121000248  
Account # 4669481673

Coding: BU10079

- 10417- 110-4202-810101  
- (725,200.00) 10417- 110-4202-810102  
- 10417- 110-4202-810110  
- 10417- 110-4202-810103  
- 10417- 110-4202-810104

ED

ACCT CODE. 7300-15  
7-4-2020

## R202 Billing worksheet\_2020 - July 2020

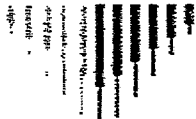
FIELDWOOD  
RescheduleWELL NAME / LOCATION: AFE MC-040M4  
FW205014

July 2020

DATE	DESCRIPTION OF WORK	OPERATING	STANDBY REDRILL RATE	Zero rate	REPAIR SURFACE	REPAIRS SUBSEA	MOVE	FORCE MAJEURE	TOTAL HOURS
1 July 2020	Standby as directed	\$185,000	\$181,300	\$0	\$185,000	\$185,000	\$181,300	\$185,000	24.0
2 July 2020	Standby as directed		24.0						24.0
3 July 2020	Standby as directed		24.0						24.0
4 July 2020	Standby as directed		24.0						24.0
5 July 2020									0.0
6 July 2020									0.0
7 July 2020									0.0
8 July 2020									0.0
9 July 2020									0.0
10 July 2020									0.0
11 July 2020									0.0
12 July 2020									0.0
13 July 2020									0.0
14 July 2020									0.0
15 July 2020									0.0
16 July 2020									0.0
17 July 2020									0.0
18 July 2020									0.0
19 July 2020									0.0
20 July 2020									0.0
21 July 2020									0.0
22 July 2020									0.0
23 July 2020									0.0
24 July 2020									0.0
25 July 2020									0.0
26 July 2020									0.0
27 July 2020									0.0
28 July 2020									0.0
29 July 2020									0.0
30 July 2020									0.0
31 July 2020									0.0
HOURS:		0.0	98.0	0.0	0.0	0.0	0.0	0.0	98.0
AMOUNTS:		\$0.00	\$725,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$725,200.00

EXHIBIT 6

EXHIBIT 6

**VALARIS**

Atlantic Maritime Service LLC  
5547 San Felipe, Suite 3500  
Houston, TX 77057

Phone: (281) 809-0377

**INVOICE**

TO: FIELDWOOD ENERGY LLC  
2000 W.SAM HOUSTON PARKWAY SOUTH  
SUITE 1200  
HOUSTON, TX 77042  
ATTN: ACCOUNTS PAYABLE

INVOICE NO: FWD2007263  
INVOICE DATE: 07/09/20  
CUSTOMER NUMBER: 1348  
PAYMENT TERM 45 DAYS  
RIG: DS-16 Resolute

WELL NUMBER MC-948 #4

AFE #: FW205014

TO INVOICE YOU FOR THIRD PARTY CATERING JULY 1-4, 2020 PER ATTACHED THE COMPANY  
MEAL TICKETS

MEALS @	35 MEAL / COURTESY	\$	-
27 COST/DAY/PERSON	140 COST/DAY/PERSON	\$	3,780.00

AMOUNT DUE: \$ 3,780.00

Rig Manager's Approval: \_\_\_\_\_

**REMIT ACH PAYMENTS TO:**

Beneficiary: Atlantic Maritime Service LLC  
Wells Fargo Bank, N.A.  
San Francisco, CA  
SWIFT Code: WFBUS66S  
ABA #121000248  
Account # 4669481673

\$	(3,780.00)	810620.10417.4202.110
\$	-	912812.10417.4202.110
\$	-	919220.10417.4202.110
\$	-	912814.10417.4202.110
\$	-	919220.10417.4202.110

ED



## Rowan Resolute

Group		Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
NOV																																	
NSI Fracturing																																	
OCEANENGINEERING																																	
OCS																																	
Olistates																																	
One Subsea																																	
OFL (Oil Field Instr.)																																	
OGEC																																	
One Surface																																	
OTC																																	
Pharmasafe																																	
PHI Helicopters																																	
Pinnacle																																	
Patrolink																																	
Precision Rental																																	
Premium																																	
Protechnics																																	
Proserve																																	
Professional Rental Tools																																	
PRT																																	
Quality Energy																																	
QES																																	
Rig Chem																																	
RigNet																																	
RPS Group Inc.																																	
Schlumberger																																	
Scientific Drilling																																	
SCS																																	
Subsea Partners LLC																																	
Subsea Solutions																																	
Sunbelt																																	
Superior																																	
Superior Energy																																	
Superior Perf.																																	
Southern Fab																																	
Teledyne																																	
TEMS																																	
Tetra																																	
TIW																																	
Total Safety																																	
Tristate																																	
TSI																																	
Tubular Solutions																																	
Vers Global																																	
Workstrings																																	
Weatherford																																	
Wellbore																																	
Welltec																																	
WPR																																	
TOTAL			18	9	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OVER CONTRACT			16	7	2	2																											
TOTAL																																	
TOTAL BILLABLE \$																																	
TOTAL																																	

ACCT CODE 3025-45

AFE: FW205014

Lease: MC-948 #4

Project: Gunflint (STIM)

Engineer: J. Perroux

Routing #: 580047

S. Butler

7-2-2020

OIA APPROVAL

Company Man APPROVAL:

S. Butler OIA 7/2/20

TOTAL: \$3,780.00

TOTAL: 27

Started Gunfl  
1800 on 6

EXHIBIT 6

**VALARIS**

Atlantic Maritime Service LLC  
 5847 San Felipe, Suite 3500  
 Houston, TX 77057  
 Phone: (281) 809-0377

**INVOICE**

TO: FIELDWOOD ENERGY LLC  
 2000 W.SAM HOUSTON PARKWAY SOUTH  
 SUITE 1209  
 HOUSTON, TX 77042  
 ATTN: ACCOUNTS PAYABLE

INVOICE NO: FWD2007262  
 INVOICE DATE: 07/09/20  
 CUSTOMER NUMBER: 1348  
 PAYMENT TERM **45 DAYS**  
 RIG: DS-16 Resolute  
 WELL NUMBER MC-948 #4

AFE #: FW205014

TO INVOICE YOU FOR THIRD PARTY CATERING JUNE 5-30, 2020 PER ATTACHED THE COMPANY  
 MEAL TICKETS

MEALS @	35 MEAL / COURTESY	\$	-
1653 COST/DAY/PERSON	140 COST/DAY/PERSON	\$	231,420.0

AMOUNT DUE: \$ 231,420.0

Rig Manager's Approval: \_\_\_\_\_

REMIT ACH PAYMENTS TO:

Beneficiary: Atlantic Maritime Service LLC  
 Wells Fargo Bank, N.A.  
 San Francisco, CA  
 SWIFT Code: WFBUS6S  
 ABA #121000248  
 Account # 4669481673

\$ (231,420.00)	810620.10417.4202.110
\$ (34,089.65)	912812.10417.4202.110
\$ 34,089.65	919220.10417.4202.110
(\$43,469.00)	912814.10417.4202.110
\$43,469.00	919220.10417.4202.110

ED



TOTAL:	1653
TOTAL BILLABLE\$	\$231,420.00

AFF: FW205014  
lease: MC-048 #4

Lease: MC-948 #4  
Project: Gunflint (STIM)  
Engineer: J. Barroux

Engineer: J. Perroux  
Routing #: 580047

Company Man APPROVAL:

**OIM APPROVAL:**

Spencer 01M 7/2/20

## Rowan Resolute

CLIENT THIRD PARTY ROOM AND MEAL CHARGE-OFF FOR: June 2020 Well Name: Gunflint, AFE: FW205014 Routing#580047

Group	Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
ABB LTD																																	
ABS																																	
Ampol																																	
Aligas																																	
Aker																																	
Aqua Tech																																	
Automated Production																																	
Archer																																	
Balleys																																	
Baker Hughes																																	
Bedrock Petroleum																																	
BHGE																																	
Blackhawk																																	
BSEE																																	
Bugmore																																	
Burner Fire Control																																	
Calum Cutters																																	
Cameron																																	
Celco																																	
ChampionX																																	
Circquest																																	
Clariant																																	
Cavins																																	
CoreLab																																	
Danos																																	
Deep Sea DS																																	
DGO																																	
Diversified																																	
Drill-Quip																																	
Dynamic Industries																																	
Ecoserv																																	
Ellie Comins																																	
EPS																																	
EVO																																	
Expro																																	
FDF Pipe Washing																																	
Fieldwood																																	
FMC																																	
FRANKS INTL																																	
Fugro																																	
GAIA																																	
GE Oil & Gas																																	
GSI																																	
Gulfstream																																	
HALLIBURTON / Sperry																																	
HydroCarbon																																	
Impact Selector																																	
Interwell																																	
Lloyds Register																																	
MAKO																																	
Master Flo																																	
MI Swaco																																	
MISTRAS Group																																	
NALCO																																	
Newpark																																	

Started Gunflint  
1800 on 6

EXHIBIT 6

**St. Bernard Parish Certified Copy**

Randy S. Nunez  
Clerk of Court  
St. Bernard Parish Courthouse  
Chalmette, LA 70044  
(504) 271-3434

Received From :  
SHER GARNER  
909 POYDRAS STREET  
SUITE 2800  
NEW ORLEANS, LA 70112

**First MORTGAGOR**

FIELDWOOD ENERGY LLC

**First MORTGAGEE**

ATLANTIC MARITIME SERVICES LLC

Index Type : MORTGAGES  
Type of Document : LIEN

File Number : 633342

Recording Pages : 17  
Description : STATEMENT OF PRIVILEGE

Book : 1945 Page : 454

**Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Bernard Parish, Louisiana.

On (Recorded Date) : 07/16/2020

At (Recorded Time) : 12:15:50PM



Doc ID - 008075760017

CLERK OF COURT  
RANDY S. NUNEZ  
Parish of St. Bernard  
I certify that this is a true copy of the attached  
document that was filed for registry and  
Recorded 07/16/2020 at 12:15:50  
Recorded in Book 1945 Page 454  
File Number 633342

Deputy Clerk

/s/ MANDY B. FLEETWOOD

Return To :  
SHER GARNER  
909 POYDRAS STREET  
SUITE 2800  
NEW ORLEANS, LA 70112

Do not Detach this Recording Page from Original Document



(Mississippi Canyon 948 #4)

**STATEMENT OF PRIVILEGE**

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified for the County of Harris, State of Texas, personally came and appeared:

**ATLANTIC MARITIME SERVICES LLC**, a Delaware limited liability company  
("Claimant")

who states that it has a claim, lien and privilege pursuant to La. R.S. 9:4861 et seq., as follows:

1) Name and Address of Claimant:

Atlantic Maritime Services LLC  
5847 San Felipe, Suite 3300  
Houston, TX 77057

2) Nature and amount of the obligation for which Claimant's privilege is claimed:

Labor, materials, services and related supplies and expenses, in connection with offshore drilling services under a contract between Claimant and the Operator for the Well (as defined in Section 5 below) in the amount of **\$5,824,744.68**, plus contractually owed interest at the rate of 10 percent per annum, and contractually owed attorneys' fees and expenses (collectively, the "Obligations"). The Obligations include, but are not limited to obligations owed to Claimant (a) as a contractor for the price of its contract with Operator for operations with respect to the Well; and (b) as a seller for the price of movables sold to Operator that are incorporated in the Well or in a facility located on the well site; consumed in operations; and/or consumed at the site of the Well by a person performing labor or services on the site of the Well located in the waters of the State of Louisiana. Invoices evidencing the Obligations are attached hereto. The date of the last activity giving rise to Claimant's privilege set forth in this Statement of Privilege is July 4, 2020.

3) Name and address of the person owing the amount for which Claimant's privilege is claimed:

Fieldwood Energy LLC  
2000 W. Sam Houston Parkway South, Suite 1200  
Houston, TX 77042

4) Name and address of the operator of the well as shown by the records of the Commission of Conservation:

Not applicable as this well is located on the Outer Continental Shelf; however, the Operator of the Well is as follows:

Fieldwood Energy LLC  
2000 W. Sam Houston Parkway South, Suite 1200  
Houston, TX 77042

- 5) Description of the Operating Interest Upon Which the Privilege is Claimed, or of the Well with Respect to Which the Operations Giving Rise to Claimant's Privilege were Performed:

The privilege is claimed upon the operating interest of Fieldwood Energy LLC in **Mississippi Canyon Block 948, Lease No. OCS-G-28030** (the "Lease"), and **Well #4 (OCS-G-28030)** drilled by Claimant on behalf of Fieldwood Energy LLC during the time from June 4, 2020, until July 4, 2020 (the "Well"), including the operating interest under which the operations giving rise to the Claimant's privilege are conducted together with the interest of the lessee and/or operator of such interest in any (a) well, building, tank, leasehold pipeline, and other construction or facility on the well site; (b) movable on the well site that is used in operations, other than a movable that is only transiently on the well site for repair, testing, or other temporary use; (c) tract of land, servitude, and lease described in La. R.S. 9:4861(12)(c) covering the well site of the operating interest; (d) drilling or other rig located at the well site of the operating interest if the rig is owned by the operator or by a contractor from whom the activities giving rise to the Claimant's privilege emanate; (e) the interest of the operator and participating lessee in hydrocarbons produced from the operating interest and the interest of a non-participating lessee in hydrocarbons produced from that part of his operating interest subject to the privilege; and (f) the proceeds received by, and the obligations owed to, a lessee from the disposition of hydrocarbons subject to the privilege.

This Statement of Privilege is made by Claimant for the purpose of preserving its claim, lien and privilege as a provider of materials, labor and services for and to the Operator and Well described above, including, without limitation, all claims, liens and privileges under La. R.S. 9:4861 et seq., and all claims for interest due on the obligations, along with the cost of preparing and filing this Statement of Privilege, and attorneys' fees and costs, to the fullest extent permitted by applicable law.

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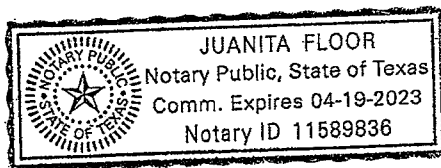
Date: July 15, 2020

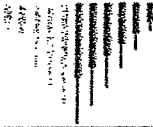
**ATLANTIC MARITIME SERVICES LLC,**  
a Delaware limited liability company

By: [Signature]  
Name: Jason R. Morgante  
Title: PRESIDENT

Sworn to and subscribed before me, Notary Public,  
this 15<sup>th</sup> day of July 2020.

[Signature]  
Notary Public  
Notary Bar Roll No. 11589836  
My Commission Expires: 4/19/2023



**VALARIS**

Atlantic Maritime Service LLC  
 5847 San Felipe, Suite 3500  
 Houston, TX 77057  
 Phone: (281) 809-0377

**INVOICE**

TO: FIELDWOOD ENERGY LLC  
 2000 W.SAM HOUSTON PARKWAY SOUTH  
 SUITE 1200  
 HOUSTON, TX 77042

INVOICE NO: FWD2007260  
 INVOICE DATE: 7/1/2020  
 CUSTOMER NUMBER: 1348  
 PAYMENT TERM 45 DAYS

ATTN: AP DEPARTMENT

RIG: Resolute - DS-16  
 WELL NUMBER: MC-948 #4  
 LOCATION: MC-948 #4

AFE: FW205014

DAYWORK BILLING FOR ROWAN RESOLUTE FOR THE MONTH OF JUNE  
 PER ARTICLE OF THE OFFSHORE DAYWORK DRILLING CONTRACT  
 AND SIGNED RIG TIMESHEET ATTACHED.

FROM 16:00 HOURS ON 06/04/2020 THRU 24:00 HOURS ON 06/30/2020

DAYRATE EFFECTIVE

	<u>DAYRATE</u>	
568.0 HOURS OPERATING AT	\$185,000.00	\$4,378,333.31
0.0 HOURS STANDBY AT	\$181,300.00	\$0.00
0.0 HOURS REDRILL	\$166,500.00	\$0.00
16.0 HOURS REPAIR SUBSEA RATE	\$185,000.00	\$123,333.28
0.5 HOURS REPAIR SURFACE RATE	\$185,000.00	\$3,854.17
47.5 HOURS MOVE RATE	\$181,300.00	\$358,822.92
0.0 HOURS FORCE MAJEURE	\$166,500.00	\$0.00
<u>632.0 TOTAL HOURS</u>		

Crew Shortage

AMOUNT DUE: \$ 4,864,343.68

REMIT ACH PAYMENTS TO:

Beneficiary: Atlantic Maritime Service LLC  
 Wells Fargo Bank, N.A.  
 San Francisco, CA  
 SWIFT Code: WFBUS6S  
 ABA #121000248  
 Account # 4669481673

Digitally signed  
 by Ben  
 Date:  
 2020.07.02  
 09:26:38 -05'00'

Coding: BU10079  
 (4,378,333.31) 10417- 110-4202-810101  
 - 10417- 110-4202-810102  
 - 10417- 110-4202-810110  
 (127,187.45) 10417- 110-4202-810103  
 (358,822.92) 10417- 110-4202-810104

ED



## R202 Billing worksheet\_2020 - June 4-30, 2020

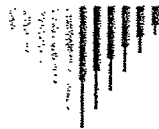
FIELDWOOD  
ResoluteWELL NAME / LOCATION: AFE  
MC-948 #4  
FW205014

June 2020

DATE	DESCRIPTION OF WORK	OPERATING \$185,000	STANDBY REDRILL RATE \$181,300	MOVE RATE \$181,300	REPAIR SURFACE \$185,000	REPAIRS SUBSEA \$185,000	MOVE \$181,300	FORCE MAJEURE \$166,500	TOTAL HOURS
1 June 2020									0.0
2 June 2020									0.0
3 June 2020									0.0
4 June 2020									8.0
5 June 2020	Moving as directed	10.0		8.0					24.0
6 June 2020	Working as directed. Moved and Repaired(Changing out Blue Max cable)	20.0		2.0		12.0			24.0
7 June 2020	Working as directed and Repaired(Changing out Blue Max cable)	24.0				4.0			24.0
8 June 2020	Working as directed	20.0							24.0
9 June 2020	Working as directed and Moved	16.5		4.0					24.0
10 June 2020	Working as directed, repaired and Moved	24.0		7.0	0.5				24.0
11 June 2020	Working as directed	24.0							24.0
12 June 2020	Working as directed	24.0							24.0
13 June 2020	Working as directed	24.0							24.0
14 June 2020	Working as directed	24.0							24.0
15 June 2020	Working as directed	24.0							24.0
16 June 2020	Working as directed	24.0							24.0
17 June 2020	Working as directed	24.0							24.0
18 June 2020	Working as directed	24.0							24.0
19 June 2020	Working as directed	24.0							24.0
20 June 2020	Working as directed	24.0							24.0
21 June 2020	Working as directed	24.0							24.0
22 June 2020	Working as directed	24.0							24.0
23 June 2020	Working as directed	24.0							24.0
24 June 2020	Working as directed	24.0							24.0
25 June 2020	Working as directed	24.0							24.0
26 June 2020	Working as directed	24.0							24.0
27 June 2020	Working as directed and Moved	20.5		3.5					24.0
28 June 2020	Working as directed and Moved	13.0		11.0					24.0
29 June 2020	Working as directed	24.0							24.0
30 June 2020	Working as directed and Moved	12.0		12.0					24.0
31 June 2020									0.0
HOURS:		568.0	0.0	0.0	0.5	16.0	0.0	0.0	632.0
AMOUNTS:		\$4,378,333.31	\$0.00	\$358,822.92	\$3,854.17	\$123,333.28	\$0.00	\$0.00	\$4,864,343.66

EXHIBIT 6

[illegible]

**VALARIS**

Atlantic Maritime Service LLC  
 5847 San Felipe, Suite 3500  
 Houston, TX 77057  
 Phone: (281) 809-0377

**INVOICE**

TO: FIELDWOOD ENERGY LLC  
 2000 W.SAM HOUSTON PARKWAY SOUTH  
 SUITE 1200  
 HOUSTON, TX 77042

ATTN: AP DEPARTMENT

INVOICE NO: FWD2007261  
 INVOICE DATE: 7/6/2020  
 CUSTOMER NUMBER: 1348  
 PAYMENT TERM 45 DAYS

RIG: Resolute - DS-16  
 WELL NUMBER: MC-948#4  
 LOCATION: MC-948#4

AFE: FW205014

DAYWORK BILLING FOR ROWAN RESOLUTE FOR THE MONTH OF JULY  
 PER ARTICLE OF THE OFFSHORE DAYWORK DRILLING CONTRACT  
 AND SIGNED RIG TIMESHEET ATTACHED.

FROM 00:00 HOURS ON 07/01/2020 THRU 24:00 HOURS ON 07/04/2020

DAYRATE EFFECTIVE

0.0 HOURS OPERATING AT  
 96.0 HOURS STANDBY AT  
 0.0 HOURS REDRILL  
 0.0 HOURS REPAIR SUBSEA RATE  
 0.0 HOURS REPAIR SURFACE RATE  
 0.0 HOURS ZERO RATE  
 0.0 HOURS FORCE MAJEURE  
96.0 TOTAL HOURS

DAYRATE

\$185,000.00	\$0.00
\$181,300.00	\$725,200.00
\$166,500.00	\$0.00
\$185,000.00	\$0.00
\$185,000.00	\$0.00
\$0.00	\$ -
\$166,500.00	\$0.00

Crew Shortage

AMOUNT DUE: \$ 725,200.00

Digitally signed  
 by Ben  
 Date:  
 2020.07.06  
 08:34:09 -05'00'

REMIT ACH PAYMENTS TO:

Beneficiary: Atlantic Maritime Service LLC  
 Wells Fargo Bank, N.A.  
 San Francisco, CA  
 SWIFT Code: WFBUS6S  
 ABA #121000248  
 Account # 4669481673

## Coding: BU10079

- 10417- 110-4202-810101  
 (725,200.00) 10417- 110-4202-810102  
 - 10417- 110-4202-810110  
 - 10417- 110-4202-810103  
 10417- 110-4202-810104

ED

## Valaris DS-16 MONTHLY BILLING SUMMARY

MONTHLY JULY 2020		COST CENTER		AF# NUMBER: FW 205014		WORK ORDER		PURCHASE ORDER					
CONTRACT #		CUSTOMER		WELL NAME		DATE		DATE					
CSC-2 20040		Fieldwood		M.C. 5204 Completion, Gunter 4									
DATE		OPERATING HOURS		HEADCOUNT		BILLABLE EXTRA LABOR		NON BILLABLE EXTRAS		CREW SHORTAGES		Comments (required for any rate other than Operating)	
		SURFACE 204 (12 hour allowances per month) - thereafter 0 rate		RPR SURFACE 204 (12 hour allowances per month) - thereafter 0 rate		FORCE MAJEURE 707 @ 90%		In-hole Subsea Repair 803 @ 75%		No rate earned: All repair rate in excess of monthly allotted hours.		TOTAL HOURS	
7/1/2020		24.00										24.00	
7/2/2020		24.00										24.00	
7/3/2020		24.00										24.00	
7/4/2020		24.00										24.00	
TOTALS		96.00		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	96.00	
		\$ 375,000.00		\$ 185,000.00		\$ 200,000.00		\$ 185,000.00		\$ 8,333.33		\$ 7,708.53	
		\$ 98%/hr		\$ 7,554.17		\$ 8,166.57							
		\$ 100%/Day		\$ 185,000.00		\$ 200,000.00		\$ 185,000.00		\$ 8,333.33		\$ 7,708.53	
		\$ 100%/Subsea 100 / Day NPD		\$ 200,000.00		\$ 185,000.00		\$ 8,333.33		\$ 7,708.53			
		\$ 100%/hr NPD		\$ 8,333.33		\$ 7,708.53							
		\$ 98%/hr		\$ 7,554.17		\$ 8,166.57							
		\$ 95%/hr NPD		\$ 8,166.57									
		\$ 100%/Day		\$ 185,000.00		\$ 200,000.00		\$ 185,000.00		\$ 8,333.33		\$ 7,708.53	
		\$ 100%/Subsea 100 / Day NPD		\$ 200,000.00		\$ 185,000.00		\$ 8,333.33		\$ 7,708.53			
		\$ 100%/hr NPD		\$ 8,333.33		\$ 7,708.53							
		\$ 98%/hr		\$ 7,554.17		\$ 8,166.57							
		\$ 95%/hr NPD		\$ 8,166.57									
		\$ 100%/Day		\$ 185,000.00		\$ 200,000.00		\$ 185,000.00		\$ 8,333.33		\$ 7,708.53	
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		\$ 95%/hr NPD		\$ 8,166.57									
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		\$ 100%/hr NPD		\$ 8,333.33		\$ 7,708.53							
		\$ 98%/hr		\$ 7,554.17		\$ 8,166.57							
		\$ 95%/hr NPD		\$ 8,166.57									
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		\$ 98%/hr		\$ 7,554.17		\$ 8,166.57							
		\$ 95%/hr NPD		\$ 8,166.57									
		\$ 100%/Day		\$ 185,000.00		\$ 200,000.00		\$ 185,000.00		\$ 8,333.33		\$ 7,708.53	
		\$ 100%/Subsea 100 / Day NPD		\$ 200,000.00		\$ 185,000.00		\$ 8,333.33		\$ 7,708.53			
		\$ 100%/hr NPD		\$ 8,333.3									

## R202 Billing worksheet\_2020 - July 2020

FIELDWOOD  
ResoluteWELL NAME / LOCATION: AFE MC-948#4  
FW205014

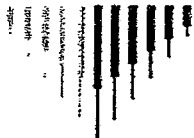
July 2020

DATE	DESCRIPTION OF WORK	OPERATING	STANDBY	REDRILL RATE	Zero rate	REPAIR SURFACE	REPAIRS SUBSEA	MOVE	FORCE MAJEURE	TOTAL HOURS
1 July 2020	Standby as directed	\$185,000	\$181,300	\$166,500	\$0	\$185,000	\$185,000	\$181,300	\$166,500	24.0
2 July 2020	Standby as directed		24.0							24.0
3 July 2020	Standby as directed		24.0							24.0
4 July 2020	Standby as directed		24.0							24.0
5 July 2020	Standby as directed		24.0							24.0
6 July 2020										0.0
7 July 2020										0.0
8 July 2020										0.0
9 July 2020										0.0
10 July 2020										0.0
11 July 2020										0.0
12 July 2020										0.0
13 July 2020										0.0
14 July 2020										0.0
15 July 2020										0.0
16 July 2020										0.0
17 July 2020										0.0
18 July 2020										0.0
19 July 2020										0.0
20 July 2020										0.0
21 July 2020										0.0
22 July 2020										0.0
23 July 2020										0.0
24 July 2020										0.0
25 July 2020										0.0
26 July 2020										0.0
27 July 2020										0.0
28 July 2020										0.0
29 July 2020										0.0
30 July 2020										0.0
31 July 2020										0.0
HOURS:		0.0	96.0	0.0	0.0	0.0	0.0	0.0	0.0	96.0
AMOUNTS:		\$0.00	\$725,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$725,200.00

EXHIBIT 6

[illegible]



**VALARIS**

Atlantic Maritime Service LLC  
 5847 San Felipe, Suite 3500  
 Houston, TX 77057  
 Phone: (281) 809-0377

**INVOICE**

TO: FIELDWOOD ENERGY LLC  
 2000 W.SAM HOUSTON PARKWAY SOUTH  
 SUITE 1200  
 HOUSTON, TX 77042  
 ATTN: ACCOUNTS PAYABLE

INVOICE NO: FWD2007263  
 INVOICE DATE: 07/09/20  
 CUSTOMER NUMBER: 1348  
 PAYMENT TERM 45 DAYS  
 RIG: DS-16 Resolute

WELL NUMBER MC-948 #4

AFE #: FW205014

TO INVOICE YOU FOR THIRD PARTY CATERING JULY 1-4, 2020 PER ATTACHED THE COMPANY MEAL TICKETS

MEALS @	35 MEAL / COURTESY	\$	-
27 COST/DAY/PERSON	140 COST/DAY/PERSON	\$	3,780.

AMOUNT DUE: \$ 3,780.

Rig Manager's Approval: \_\_\_\_\_

**REMIT ACH PAYMENTS TO:**

Beneficiary: Atlantic Maritime Service LLC  
 Wells Fargo Bank, N.A.  
 San Francisco, CA  
 SWIFT Code: WFBUS6S  
 ABA #121000248  
 Account # 4669481673

\$	(3,780.00)	810620.10417.4202.110
\$	-	912812.10417.4202-110
\$	-	919220.10417.4202.110
\$	-	912814.10417.4202-110
\$	-	919220.10417.4202.110

ED

**Company Man APPROVAL:**

Sydney Dred cim 7/2/92

# Rowan Resolute

CLIENT THIRD PARTY ROOM AND MEAL CHARGE-OFF FOR: July 2020 Well Name: Gunflint, AFE: FW205014 Routing#580047

Group	Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
ABB LTD																																
ABS																																
Ampol																																
Airgas																																
Aker																																
Aqua Tech																																
Automated Production																																
Archer																																
Baileys																																
Baker Hughes																																
Bedrock Petroleum																																
BHGE																																
Blackhawk																																
BSEE																																
Bugware																																
Burner Fire Control																																
Calum Cutters																																
Cameron																																
Cetco																																
ChampionX																																
Chouest																																
Clairant																																
Cravins																																
Core Lab																																
Danco																																
Deep Sea DS																																
DGO																																
Diversified																																
Dril-Quip																																
Dynamic Industries		7	2																													
Ecoserv																																
Elite Comms																																
EPS																																
EVO																																
Expro																																
FDF Pipe Washing																																
Fieldwood		3	3	2																												
FMC																																
FRANKS INTL																																
Fugro																																
GAIA																																
GE Oil & Gas																																
GSI																																
Gulfstream																																
HALLIBURTON /Sperry																																
Hydrocarbon																																
Impact Selector																																
Interwell																																
Lloyds Register																																
MAKO																																
Master Flo																																
MI Swaco																																
MISTRAS Group		1																														
NALCO																																
Newpark																																

EXHIBIT 6

Started Gunfl  
1600 on 6



**VALARIS**

Atlantic Maritime Service LLC  
 5847 San Felipe, Suite 3500  
 Houston, TX 77057  
 Phone: (281) 809-0377

**INVOICE**

TO: FIELDWOOD ENERGY LLC  
 2000 W.SAM HOUSTON PARKWAY SOUTH  
 SUITE 1200  
 HOUSTON, TX 77042  
 ATTN: ACCOUNTS PAYABLE

INVOICE NO: FWD2007262  
 INVOICE DATE: 07/09/20  
 CUSTOMER NUMBER: 1348  
 PAYMENT TERM 45 DAYS  
 RIG: DS-16 Resolute

WELL NUMBER MC-948 #4

AFE #: FW205014

TO INVOICE YOU FOR THIRD PARTY CATERING JUNE 5-30, 2020 PER ATTACHED THE COMPANY MEAL TICKETS

MEALS @	35 MEAL / COURTESY	\$	-
1653 COST/DAY/PERSON	140 COST/DAY/PERSON	\$	231,420.00

AMOUNT DUE: \$ 231,420.00

Rig Manager's Approval: \_\_\_\_\_

**REMIT ACH PAYMENTS TO:**

Beneficiary: Atlantic Maritime Service LLC  
 Wells Fargo Bank, N.A.  
 San Francisco, CA  
 SWIFT Code: WFBUS6S  
 ABA #121000248  
 Account # 4669481673

\$ (231,420.00)	810620.10417.4202.110
\$ (34,089.65)	912812.10417.4202-110
\$ 34,089.65	919220.10417.4202.110
(\$43,469.00)	912814.10417.4202-110
\$43,469.00	919220.10417.4202.110

ED

## Rowan Resolute

CLIENT: THIRD PARTY ROOM AND MEAL CHARGE-OFF FOR: June 2020 Well Name: Gunflint, AFE: FW205014, Routing#580047																																	
Group	Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
NOV																																	
NSI Fracturing																																	
OCEANEERING																																	
OES																																	
Oilstates																																	
One Subsea																																	
OFI (Oil Field Instr.)																																	
OGEC																																	
One Surface																																	
OTC																																	
Pharmasafe																																	
PHI Helicopters																																	
Pinnacle																																	
Petrolink																																	
Precision Rental																																	
Premium																																	
Protechnics																																	
Proserve																																	
Professional Rental Tools																																	
PRT																																	
Quality Energy																																	
QES																																	
Rig Chem																																	
RigNet																																	
RPS Group Inc.																																	
Schlumberger																																	
Scientific Drilling																																	
SCS																																	
Subsea Partners LLC																																	
Subsea Solutions																																	
Sunbelt																																	
Superior																																	
Superior Energy																																	
Superior Perf.																																	
Southern Fab																																	
Teledyne																																	
TEMS																																	
Tetra																																	
TIW																																	
Total Safety																																	
Tristate																																	
TSI																																	
Tubular Solutions																																	
Veris Global																																	
Workstrings																																	
Weatherford																																	
Wellbore																																	
Welltec																																	
WFR																																	
TOTAL																																	
TOTAL OVER CONTRACT																																	
AFE: FW205014		NOV 2020		NOV 2020		NOV 2020		NOV 2020		NOV 2020		NOV 2020		NOV 2020		NOV 2020		NOV 2020		NOV 2020		NOV 2020		NOV 2020		NOV 2020		NOV 2020		NOV 2020		NOV 2020	
TOTAL: 16553		TOTAL: 16553		TOTAL: 16553		TOTAL: 16553		TOTAL: 16553		TOTAL: 16553		TOTAL: 16553		TOTAL: 16553		TOTAL: 16553		TOTAL: 16553		TOTAL: 16553		TOTAL: 16553		TOTAL: 16553		TOTAL: 16553		TOTAL: 16553		TOTAL: 16553		TOTAL: 16553	
TOTAL BILLABLE \$		TOTAL BILLABLE \$		TOTAL BILLABLE \$		TOTAL BILLABLE \$		TOTAL BILLABLE \$		TOTAL BILLABLE \$		TOTAL BILLABLE \$		TOTAL BILLABLE \$		TOTAL BILLABLE \$		TOTAL BILLABLE \$		TOTAL BILLABLE \$		TOTAL BILLABLE \$		TOTAL BILLABLE \$		TOTAL BILLABLE \$		TOTAL BILLABLE \$		TOTAL BILLABLE \$		TOTAL BILLABLE \$	
TOTAL: \$231,420.00		TOTAL: \$231,420.00		TOTAL: \$231,420.00		TOTAL: \$231,420.00		TOTAL: \$231,420.00		TOTAL: \$231,420.00		TOTAL: \$231,420.00		TOTAL: \$231,420.00		TOTAL: \$231,420.00		TOTAL: \$231,420.00		TOTAL: \$231,420.00		TOTAL: \$231,420.00		TOTAL: \$231,420.00		TOTAL: \$231,420.00		TOTAL: \$231,420.00		TOTAL: \$231,420.00		TOTAL: \$231,420.00	

AFE: FW205014  
 Lease: MC-948 #4  
 Project: Gunflint (STIM)  
 Engineer: J. Perroux  
 Routing #: 580047

ACCT CODE 7300-45  
 S. Butler 7-2-2002

Company Man APPROVAL:

QMA APPROVAL:  
 0-March-2002-Desktop-June 2002-313-Patty Bunk Meeting

7/12/20

TOTAL: 1653  
 TOTAL BILLABLE \$ \$231,420.00



[illegible]

Started Gunfl  
1600 on 6

(Mississippi Canyon 948 #4)

**STATEMENT OF PRIVILEGE**

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified for the County of Harris, State of Texas, personally came and appeared:

**ATLANTIC MARITIME SERVICES LLC**, a Delaware limited liability company  
("Claimant")

who states that it has a claim, lien and privilege pursuant to La. R.S. 9:4861 et seq., as follows:

- 1) Name and Address of Claimant:

Atlantic Maritime Services LLC  
5847 San Felipe, Suite 3300  
Houston, TX 77057

- 2) Nature and amount of the obligation for which Claimant's privilege is claimed:

Labor, materials, services and related supplies and expenses, in connection with offshore drilling services under a contract between Claimant and the Operator for the Well (as defined in Section 5 below) in the amount of **\$5,824,744.68**, plus contractually owed interest at the rate of 10 percent per annum, and contractually owed attorneys' fees and expenses (collectively, the "Obligations"). The Obligations include, but are not limited to obligations owed to Claimant (a) as a contractor for the price of its contract with Operator for operations with respect to the Well; and (b) as a seller for the price of movables sold to Operator that are incorporated in the Well or in a facility located on the well site; consumed in operations; and/or consumed at the site of the Well by a person performing labor or services on the site of the Well located in the waters of the State of Louisiana. Invoices evidencing the Obligations are attached hereto. The date of the last activity giving rise to Claimant's privilege set forth in this Statement of Privilege is July 4, 2020.

- 3) Name and address of the person owing the amount for which Claimant's privilege is claimed:

Fieldwood Energy LLC  
2000 W. Sam Houston Parkway South, Suite 1200  
Houston, TX 77042

- 4) Name and address of the operator of the well as shown by the records of the Commission of Conservation:

Not applicable as this well is located on the Outer Continental Shelf; however, the Operator of the Well is as follows:

Fieldwood Energy LLC  
2000 W. Sam Houston Parkway South, Suite 1200  
Houston, TX 77042

- 5) Description of the Operating Interest Upon Which the Privilege is Claimed, or of the Well with Respect to Which the Operations Giving Rise to Claimant's Privilege were Performed:

The privilege is claimed upon the operating interest of Fieldwood Energy LLC in **Mississippi Canyon Block 948, Lease No. OCS-G-28030** (the "Lease"), and **Well #4 (OCS-G-28030)** drilled by Claimant on behalf of Fieldwood Energy LLC during the time from June 4, 2020, until July 4, 2020 (the "Well"), including the operating interest under which the operations giving rise to the Claimant's privilege are conducted together with the interest of the lessee and/or operator of such interest in any (a) well, building, tank, leasehold pipeline, and other construction or facility on the well site; (b) movable on the well site that is used in operations, other than a movable that is only transiently on the well site for repair, testing, or other temporary use; (c) tract of land, servitude, and lease described in La. R.S. 9:4861(12)(c) covering the well site of the operating interest; (d) drilling or other rig located at the well site of the operating interest if the rig is owned by the operator or by a contractor from whom the activities giving rise to the Claimant's privilege emanate; (e) the interest of the operator and participating lessee in hydrocarbons produced from the operating interest and the interest of a non-participating lessee in hydrocarbons produced from that part of his operating interest subject to the privilege; and (f) the proceeds received by, and the obligations owed to, a lessee from the disposition of hydrocarbons subject to the privilege.

This Statement of Privilege is made by Claimant for the purpose of preserving its claim, lien and privilege as a provider of materials, labor and services for and to the Operator and Well described above, including, without limitation, all claims, liens and privileges under La. R.S. 9:4861 et seq., and all claims for interest due on the obligations, along with the cost of preparing and filing this Statement of Privilege, and attorneys' fees and costs, to the fullest extent permitted by applicable law.

[ remainder of page intentionally blank - signature follows on next page ]

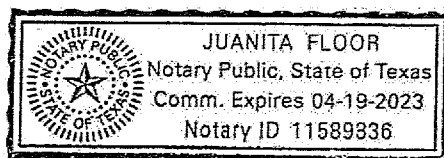
Date: July 15, 2020

ATLANTIC MARITIME SERVICES LLC,  
a Delaware limited liability company

By: [Signature]  
Name: JASON R. MORROWELL  
Title: PRESIDENT

Sworn to and subscribed before me, Notary Public,  
this 15<sup>th</sup> day of July 2020.

[Signature]  
Notary Public  
Notary Bar Roll No. 11589836  
My Commission Expires: 4/19/2023





VALARIS

Atlantic Maritime Service LLC  
5847 San Felipe, Suite 3500  
Houston, TX 77057  
Phone: (281) 809-0377

## INVOICE

TO: FIELDWOOD ENERGY LLC  
2000 W.SAM HOUSTON PARKWAY SOUTH  
SUITE 1200  
HOUSTON, TX 77042

INVOICE NO: FWD2007260  
INVOICE DATE: 7/1/2020  
CUSTOMER NUMBER: 1348  
PAYMENT TERM: 45 DAYS

ATTN: AP DEPARTMENT

RIG: Resolute - DS-16  
WELL NUMBER: MC-948 #4  
LOCATION: MC-948 #4

AFE: FW205014

DAYWORK BILLING FOR ROWAN RESOLUTE FOR THE MONTH OF JUNE  
PER ARTICLE OF THE OFFSHORE DAYWORK DRILLING CONTRACT  
AND SIGNED RIG TIMESHEET ATTACHED.

FROM 16:00 HOURS ON 06/04/2020 THRU 24:00 HOURS ON 06/30/2020

## DAYRATE EFFECTIVE

	DAYRATE	
568.0 HOURS OPERATING AT	\$185,000.00	\$4,378,333.31
0.0 HOURS STANDBY AT	\$181,300.00	\$0.00
0.0 HOURS REDRILL	\$166,500.00	\$0.00
16.0 HOURS REPAIR SUBSEA RATE	\$185,000.00	\$123,333.28
0.5 HOURS REPAIR SURFACE RATE	\$185,000.00	\$3,854.17
47.5 HOURS MOVE RATE	\$181,300.00	\$358,822.92
0.0 HOURS FORCE MAJEURE	\$166,500.00	\$0.00
<b>632.0 TOTAL HOURS</b>		

Crew Shortage

AMOUNT DUE: \$ 4,864,343.68



## REMIT ACH PAYMENTS TO:

Beneficiary: Atlantic Maritime Service LLC  
Wells Fargo Bank, N.A.  
San Francisco, CA  
SWIFT Code: WFBUS66  
ABA #121000248  
Account # 4669481673

Digitally signed  
by Ben  
Date:  
2020.07.02  
09:26:38 -05'00'

Coding: BU10079

(4,378,333.31) 10417-110-4202-810101  
- 10417-110-4202-810102  
- 10417-110-4202-810110  
(127,187.45) 10417-110-4202-810103  
(358,822.92) 10417-110-4202-810104

ED



## R202 Billing worksheet\_2020 - June 4-30, 2020

FIELDWOOD  
ResoluteWELL NAME /LOCATION: APE MC-948 #4  
FW205014

June 2020

DATE	DESCRIPTION OF WORK	OPERATING \$185,000	STANDBY \$181,300	REDRILL RATE \$166,600	MOVE RATE \$181,300	SURFACE \$185,000	REPAIRS SUBSEA \$185,000	MOVE \$181,300	FORCE MAJEURE \$185,600	TOTAL HOURS
1 June 2020										0.0
2 June 2020	Moving as directed									0.0
3 June 2020	Working as directed, Moved and Repaired(Changing out Blue Max cable)				8.0					8.0
4 June 2020	Working as directed and Repaired(Changing out Blue Max cable)				2.0		12.0			14.0
5 June 2020	Working as directed	10.0					4.0			14.0
6 June 2020	Working as directed and Moved	20.0								20.0
7 June 2020	Working as directed	20.0								20.0
8 June 2020	Working as directed and Moved	16.5			4.0					20.5
9 June 2020	Working as directed	24.0			7.0					31.0
10 June 2020	Working as directed	24.0				0.5				24.5
11 June 2020	Working as directed	24.0								24.0
12 June 2020	Working as directed	24.0								24.0
13 June 2020	Working as directed	24.0								24.0
14 June 2020	Working as directed	24.0								24.0
15 June 2020	Working as directed	24.0								24.0
16 June 2020	Working as directed	24.0								24.0
17 June 2020	Working as directed	24.0								24.0
18 June 2020	Working as directed	24.0								24.0
19 June 2020	Working as directed	24.0								24.0
20 June 2020	Working as directed	24.0								24.0
21 June 2020	Working as directed	24.0								24.0
22 June 2020	Working as directed	24.0								24.0
23 June 2020	Working as directed	24.0								24.0
24 June 2020	Working as directed	24.0								24.0
25 June 2020	Working as directed	24.0								24.0
26 June 2020	Working as directed	24.0								24.0
27 June 2020	Working as directed and Moved	20.5			3.5					24.0
28 June 2020	Working as directed and Moved	13.0			11.0					24.0
29 June 2020	Working as directed	24.0								24.0
30 June 2020	Working as directed and Moved	12.0			12.0					24.0
31 June 2020										0.0
HOURS:										632.0
AMOUNTS:										\$4,378,353.31
										\$0.00
										\$3,854.17
										\$123,333.20
										\$0.00
										\$0.00
										\$4,854,343.58

EXHIBIT 6

AFE: FW205014  
Lease: MC-948 #4  
Project: Gunflint (STIM)  
Engineer: J. Perroux  
Routing #: 580047

ACCT CODE: 7300-15

BARRY GABOURIE

7-1-2020

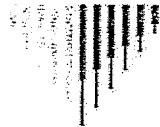
Page 10 of 10

**Donny Sherry**

Published Online 1994, November

07-02-2020

VALARIS



Atlantic Maritime Service LLC  
5847 San Felipe, Suite 3500  
Houston, TX 77057  
Phone: (281) 809-0377

## INVOICE

TO: FIELDWOOD ENERGY LLC  
2000 W.SAM HOUSTON PARKWAY SOUTH  
SUITE 1200  
HOUSTON, TX 77042

INVOICE NO: FWD2007261  
INVOICE DATE: 7/6/2020  
CUSTOMER NUMBER: 1348  
PAYMENT TERM 45 DAYS

ATTN: AP DEPARTMENT

RIG: Resolute - DS-16  
WELL NUMBER: MC-948#4  
LOCATION: MC-948#4

AFE: FW205014

DAYWORK BILLING FOR ROWAN RESOLUTE FOR THE MONTH OF JULY  
PER ARTICLE OF THE OFFSHORE DAYWORK DRILLING CONTRACT  
AND SIGNED RIG TIMESHEET ATTACHED.

FROM 00:00 HOURS ON 07/01/2020 THRU 24:00 HOURS ON 07/04/2020

DAYRATE EFFECTIVE

0.0 HOURS OPERATING AT	\$185,000.00	\$0.00
96.0 HOURS STANDBY AT	\$181,300.00	\$725,200.00
0.0 HOURS REDRILL	\$166,500.00	\$0.00
0.0 HOURS REPAIR SUBSEA RATE	\$185,000.00	\$0.00
0.0 HOURS REPAIR SURFACE RATE	\$185,000.00	\$0.00
0.0 HOURS ZERO RATE	\$0.00	\$
0.0 HOURS FORCE MAJEURE	\$166,500.00	\$0.00
<u>96.0 TOTAL HOURS</u>		

Crew Shortage

AMOUNT DUE: \$ 725,200.00

Digitally signed  
by Ben  
Date:  
2020.07.06  
08:34:09 -05'00'

REMIT ACH PAYMENTS TO:

Beneficiary: Atlantic Maritime Service LLC  
Wells Fargo Bank, N.A.  
San Francisco, CA  
SWIFT Code: WFBUS6S  
ABA #121000248  
Account # 4669481673

Coding: BU10079

- 10417- 110-4202-810101  
(725,200.00) 10417- 110-4202-810102  
- 10417- 110-4202-810110  
- 10417- 110-4202-810103  
10417- 110-4202-810104

ED

## Valaris DS-16 MONTHLY BILLING SUMMARY

# Valaris DS-16 MONTHLY BILLING SUMMARY

Cost Center  
AFE Number: FW 205914  
Work Order:  
Purchase Order

Monthly July 2020  
Contract # 28090  
Customer: Fieldwood  
Well Name: M.C. 504 Completion, Gamma 1

OPERATING HOURS														HEADCOUNT			BILLABLE EXTRA LABOR	NON BILLABLE EXTRAS	CREW SHORTAGES	Comments (required for any rate other than Operating)	
DATE	OPR 704 100%	STBY 705 @ 50%	SURFACE 706 (12 hour allowances per month) - thereafter 0 rate	RPS SURFACE 706 (36 hour allowances per month) - thereafter 0 rate	FORCE MAINTURE 707 @ 90%	Include Surface Equip. 903 @ 75%	No extra credit All repair time in excess of monthly allotted hours.	Vehicle	OPERATOR	Vehicle EXTERNAL	Vehicle THIRD PARTY	OPERATOR THIRD PARTY		Vehicle	OPERATOR	Vehicle EXTERNAL	Vehicle THIRD PARTY	OPERATOR THIRD PARTY			
7/1/2020		24.00						24.00	80.00	5.00	19.00	1.00	5.00							(see legend below)	Comments (required for any rate other than Operating)  Offroad Drill Pipe: Attach valves with Preconnection of Bore. Prior equipment for backload. Borehole 1800 ft. Borehole 1800 ft. (includes 1800 ft. of equipment). Offroad Drill Pipe in general use for transport. Perforator for part of weekly hole. Acute 15 with 800' Nano Perforator.  Offroad Valve 12. Remove these base in connection. Perforator on 800' x 12 hr perforator. Back load set 12 hr.
7/2/2020		24.00						24.00	85.00	3.00	19.00	1.00	-							(see legend below)	
7/3/2020		24.00						24.00	85.00	3.00	19.00	1.00	-								
7/4/2020		24.00						24.00	85.00	3.00	19.00	2.00	-								
TOTALS	0.00%	96.00	0.00%	0.00%	0.00%	0.00%	0.00%	96.00%	335.00	14.00	76.00	5.00	5.00								

100%/Day \$ 475,000.00  
100%/Day \$ 185,000.00

Total billable for  
the Month \$ 735,200.00

In hole/Subbit 100/Day MPD \$ 200,000.00  
In hole/Subbit 100%/Day \$ 185,000.00  
100%/MPD \$ 8,333.33  
100%/hr \$ 7,704.35  
98%/hr \$ 7,554.17  
95%/MPD \$ 8,166.67

Fieldwood Client Representative: **Barry GABOURIE**

DS-16 Releasing Supt. Signature: **Robert Ray**

Fieldwood Client Representative Signature: *[Signature]*

Date: 07-4-2020

Fieldwood Drilling Supt. Signature: *[Signature]*

Fieldwood Drilling Supt. Signature: *[Signature]*

AFE: FW205014  
Lease: MC-948 #4  
Project: Gunflint (STIM)  
Engineer: J. Perroux  
Routing #: 580047

ACCT CODE. 7300-15  
7-4-2020

**EXHIBIT 6**

FIELDWOOD  
Resolute

July 2020

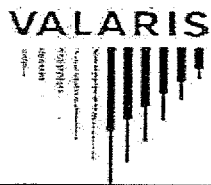
WELL NAME / LOCATION: NC-94B#4  
AFE: FW205014

[illegible]

EXHIBIT 6







Atlantic Maritime Service LLC  
 5847 San Felipe, Suite 3500  
 Houston, TX 77057  
 Phone: (281) 809-0377

# INVOICE

TO: FIELDWOOD ENERGY LLC  
 2000 W.SAM HOUSTON PARKWAY SOUTH  
 SUITE 1200  
 HOUSTON, TX 77042  
 ATTN: ACCOUNTS PAYABLE

INVOICE NO: FWD2007263  
 INVOICE DATE: 07/09/20  
 CUSTOMER NUMBER: 1348  
 PAYMENT TERM: 45 DAYS  
 RIG: DS-16 Resolute

WELL NUMBER MC-948 #4

AFE #: FW205014

TO INVOICE YOU FOR THIRD PARTY CATERING JULY 1-4, 2020 PER ATTACHED THE COMPANY MEAL TICKETS

MEALS @	35 MEAL / COURTESY	\$	-
27 COST/DAY/PERSON	140 COST/DAY/PERSON	\$	3,780.

AMOUNT DUE: \$ 3,780.00

Rig Manager's Approval: \_\_\_\_\_

REMIT ACH PAYMENTS TO:

Beneficiary: Atlantic Maritime Service LLC  
 Wells Fargo Bank, N.A.  
 San Francisco, CA  
 SWIFT Code: WFBUS6S  
 ABA #121000248  
 Account # 4669481673

\$	(3,780.00)	810620.10417.4202.110
\$	-	912812.10417.4202.110
\$	-	919220.10417.4202.110
\$	-	912814.10417.4202.110
\$	-	919220.10417.4202.110

ED

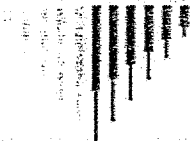
# Rowan Resolute

CLIENT THIRD PARTY ROOM AND MEAL CHARGE-OFF FOR: July 2020 Well Name: Gunflint, AFE: FW205014 Routing#580047																																	
Group	Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
NOV																																	
NSI Fracturing																																	
OCEANEERING	6	3																															
OES																																	
Olistates																																	
One Subsea																																	
OFI (Oil Field Instr.)																																	
OGEC																																	
One Surface																																	
OTC																																	
Pharmasafe	1	1	1	1																													
PHI Helicopters																																	
Pinnacle																																	
Petrolink																																	
Precision Rental																																	
Premium																																	
Protechnics																																	
Proserve																																	
Professional Rental Tools																																	
PRT																																	
Quality Energy																																	
QES																																	
Rig Chem																																	
RigNet																																	
RPS Group Inc.																																	
Schlumberger																																	
Scientific Drilling																																	
SCS																																	
Subsea Partners LLC																																	
Subsea Solutions																																	
Sunbelt																																	
Superior																																	
Superior Energy																																	
Superior Perf.																																	
Southern Fab																																	
Teledyne																																	
TEMS																																	
Tetra																																	
TIW																																	
Total Safety																																	
Tristate																																	
TSI																																	
Tubular Solutions																																	
Veris Global																																	
Workstrings																																	
Weatherford																																	
Wellbore																																	
Welltec																																	
WFR																																	
TOTAL		18	9	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL OVER CONTRACT		16	7	2	2																												
						</																											



[illegible]

EXHIBIT 6

**VALARIS**

Atlantic Maritime Service LLC  
 5847 San Felipe, Suite 3500  
 Houston, TX 77057  
 Phone: (281) 509-0377

**INVOICE**

TO: FIELDWOOD ENERGY LLC  
 2000 W. SAM HOUSTON PARKWAY SOUTH  
 SUITE 1200  
 HOUSTON, TX 77042  
 ATTN: ACCOUNTS PAYABLE

INVOICE NO: FWD2007262  
 INVOICE DATE: 07/09/20  
 CUSTOMER NUMBER: 1348  
 PAYMENT TERM 45 DAYS  
 RIG: DS-16 Resolute

WELL NUMBER MC-948 #4

AFE #: FW205014

TO INVOICE YOU FOR THIRD PARTY CATERING JUNE 5-30, 2020 PER ATTACHED THE COMPANY MEAL TICKETS

MEALS @	35 MEAL / COURTESY	\$	-
1653 COST/DAY/PERSON	140 COST/DAY/PERSON	\$	231,420.

AMOUNT DUE: \$ 231,420.1

Rig Manager's Approval: \_\_\_\_\_

**REMIT ACH PAYMENTS TO:**

Beneficiary: Atlantic Maritime Service LLC  
 Wells Fargo Bank, N.A.  
 San Francisco, CA  
 SWIFT Code: WFBUS6S  
 ABA #121000248  
 Account # 4669481673

\$ (231,420.00)	810620.10417.4202.110
\$ (34,089.65)	912812.10417.4202.110
\$ 34,089.65	919220.10417.4202.110
(\$43,469.00)	912814.10417.4202.110
\$43,469.00	919220.10417.4202.110

ED



# Rowan Resolute

CLIENT THIRD PARTY ROOM AND MEAL CHARGE-OFF FOR: June 2020 Well Name: Gunflint, AFE: FW205014 Routing#580047																																		
Group	Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
NOV						1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
NSI Fracturing																																		
OCEANEERING						6	6	6	3	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6		
OES						6	5	5	5	5	7	7	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3		
Oilstates						2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2		
One Subsea																																		
OFI (Oil Field Instr.)																																		
OGEC																																		
One Surface																																		
OTC																																		
Pharmasafe						1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
PHI Helicopters																																		
Pinnacle																																		
Petrolink																																		
Precision Rental																																		
Premium																																		
Protechnics																																		
Proserve						2	2	2	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
Professional Rental Tools																																		
PRT						2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2		
Quality Energy																																		
OES																																		
Rig Chem																																		
RigNet																																		
RPS Group Inc.																																		
Schlumberger																																		
Scientific Drilling																																		
SCS						15	15	15	15	15	15	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17		
Subsea Partners LLC																																		
Subsea Solutions																																		
Sunbelt																																		
Superior																																		
Superior Energy																																		
Superior Perf.																																		
Southern Fab																																		
Taledyne																																		
TEMS						2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2		
Tetra						1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2		
TIW																																		
Total Safety																																		
Tristate																																		
TSI																																		
Tubular Solutions																																		
Veris Global																																		
Workstrings																																		
Weatherford																																		
Wellbore																																		
Welltec																																		
WFR																																		
TOTAL		0	0	0	0	64	64	64	65	65	75	83	80	85	89	88	85	68	66	68	69	78	71	71	69	51	43	18	18	19	0			
TOTAL OVER CONTRACT						62	62	62	63	63	73	81	78	83	87	87	86	83	64	66	67	76	69	69	67	49	41	16	16	17	1705			
		TOTAL: TOTAL																																

ACCT CODE 7300-45

AFE: FW205014

Lease: MC-948 #4

Project: Gunflint (STIM)

Engineer: J. Perroux

Routing #: 580047

TOTAL BILLABLE \$ 231,420.00

TOTAL: 1653

TOTAL: 1705

Company Man APPROVAL:

Signature: *[Signature]* Date: 7/2/20

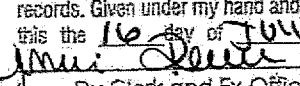
# Rowan Resolute

Group	Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
ABB LTD																																	
ABS																																	
Ampol																																	
Algas																																	
Aker																																	
Aqua Tech																																	
Automated Production																																	
Archer																																	
Baileys																																	
Baker Hughes																																	
Bedrock Petroleum																																	
BHGE																																	
Blackhawk																																	
BSEE																																	
Bugware																																	
Burner Fire Control																																	
Cajun Cutlery																																	
Cameron																																	
Celco																																	
ChampionX																																	
Chouest																																	
Clairant																																	
Cavins																																	
CoreLab																																	
Danos																																	
Deep Sea DS																																	
DGO																																	
Diversified																																	
Dril-Quip																																	
Dynamic Industries																																	
Ecoserv																																	
Elite Comms																																	
EPS																																	
EVO																																	
Expro																																	
FDI Pipe Washing																																	
Fieldwood																																	
FMC																																	
FRANKS INTL																																	
Fugro																																	
GAA																																	
GE Oil & Gas																																	
GSI																																	
Gulfstream																																	
HALLIBURTON /Sperry																																	
HydroCarbon																																	
Impact Selector																																	
Interwell																																	
Lloyds Register																																	
MAKO																																	
Master Flo																																	
MI Swaco																																	
MISTRAS Group																																	
NALCO																																	
Newpark																																	

EXHIBIT 6

Started Gunfl  
1600 on 6

EXHIBIT 6

STATE OF LOUISIANA PARISH OF ST. TAMMANY  
I HEREBY CERTIFY that the above is a true and  
correct copy of the original as recorded at  
instrument # 2215417 of the original  
records. Given under my hand and seal of office  
this the 16 day of July 2020  
  
Javnie Rollins, Deputy Clerk

**St. Bernard Parish Certified Copy**

Randy S. Nunez  
Clerk of Court  
St. Bernard Parish Courthouse  
Chalmette, LA 70044  
(504) 271-3434

Received From :  
SHER GARNER  
909 POYDRAS STREET  
SUITE 2800  
NEW ORLEANS, LA 70112

**First MORTGAGOR**

FIELDWOOD ENERGY LLC

**First MORTGAGEE**

ATLANTIC MARITIME SERVICES LLC

Index Type : MORTGAGES

File Number : 633559

Type of Document : LIEN

Book : 1946

Page : 297

Recording Pages : 14

Description : PROPERTY: MISSISSIPPI CANYON BLOCK 519 LEASE NO OCS-G-27278 AND WELL #3

**Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Bernard Parish, Louisiana.

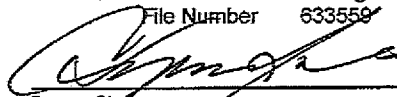
On (Recorded Date) : 07/23/2020

At (Recorded Time) : 1:56:11PM



Doc ID - 008078340014

CLERK OF COURT  
RANDY S. NUNEZ  
Parish of St. Bernard  
I certify that this is a true copy of the attached  
document that was filed for registry and  
Recorded 07/23/2020 at 1:56:11  
Recorded in Book 1946 Page 297  
File Number 633559

  
Deputy Clerk  
/S/Cheyenne Robin

**Return To :**

SHER GARNER  
909 POYDRAS STREET  
SUITE 2800  
NEW ORLEANS, LA 70112



(Mississippi Canyon 519 #3)

**STATEMENT OF PRIVILEGE**

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified for the County of Harris, State of Texas, personally came and appeared:

**ATLANTIC MARITIME SERVICES LLC**, a Delaware limited liability company  
("Claimant")

who states that it has a claim, lien and privilege pursuant to La. R.S. 9:4861 et seq., as follows:

- 1) Name and Address of Claimant:

Atlantic Maritime Services LLC  
5847 San Felipe, Suite 3300  
Houston, TX 77057

- 2) Nature and amount of the obligation for which Claimant's privilege is claimed:

Labor, materials, services and related supplies and expenses, in connection with offshore drilling services under a contract between Claimant and the Operator for the Well (as defined in Section 5 below) in the amount of \$5,528.25 plus contractually owed interest at the rate of 10 percent per annum, and contractually owed attorneys' fees and expenses (collectively, the "Obligations"). The Obligations include, but are not limited to obligations owed to Claimant (a) as a contractor for the price of its contract with Operator for operations with respect to the Well; and (b) as a seller for the price of movables sold to Operator that are incorporated in the Well or in a facility located on the well site; consumed in operations; and/or consumed at the site of the Well by a person performing labor or services on the site of the Well located in the waters of the State of Louisiana. Invoices evidencing the Obligations are attached hereto. The date of the last activity giving rise to Claimant's privilege set forth in this Statement of Privilege is April 5, 2020.

- 3) Name and address of the person owing the amount for which Claimant's privilege is claimed:

Fieldwood Energy LLC  
2000 W. Sam Houston Parkway South, Suite 1200  
Houston, TX 77042

- 4) Name and address of the operator of the well as shown by the records of the Commission of Conservation:



Not applicable as this well is located on the Outer Continental Shelf; however, the Operator of the Well is as follows:

Fieldwood Energy LLC  
2000 W. Sam Houston Parkway South, Suite 1200  
Houston, TX 77042


- 5) Description of the Operating Interest Upon Which the Privilege is Claimed, or of the Well with Respect to Which the Operations Giving Rise to Claimant's Privilege were Performed:

The privilege is claimed upon the operating interest of Fieldwood Energy LLC in **Mississippi Canyon Block 519, Lease No. OCS-G-27278** (the "Lease"), and **Well #3 (OCS-G-27278)** drilled by Claimant on behalf of Fieldwood Energy LLC during the time from January 29, 2020, until April 5, 2020 (the "Well"), including the operating interest under which the operations giving rise to the Claimant's privilege are conducted together with the interest of the lessee and/or operator of such interest in any (a) well, building, tank, leasehold pipeline, and other construction or facility on the well site; (b) movable on the well site that is used in operations, other than a movable that is only transiently on the well site for repair, testing, or other temporary use; (c) tract of land, servitude, and lease described in La. R.S. 9:4861(12)(c) covering the well site of the operating interest; (d) drilling or other rig located at the well site of the operating interest if the rig is owned by the operator or by a contractor from whom the activities giving rise to the Claimant's privilege emanate; (e) the interest of the operator and participating lessee in hydrocarbons produced from the operating interest and the interest of a non-participating lessee in hydrocarbons produced from that part of his operating interest subject to the privilege; and (f) the proceeds received by, and the obligations owed to, a lessee from the disposition of hydrocarbons subject to the privilege.

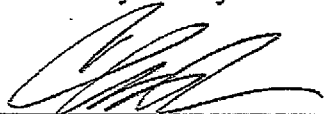
This Statement of Privilege is made by Claimant for the purpose of preserving its claim, lien and privilege as a provider of materials, labor and services for and to the Operator and Well described above, including, without limitation, all claims, liens and privileges under La. R.S. 9:4861 et seq., and all claims for interest due on the obligations, along with the cost of preparing and filing this Statement of Privilege, and attorneys' fees and costs, to the fullest extent permitted by applicable law.

[ remainder of page intentionally blank - signature follows on next page ]

Date: July 23, 2020

  
NEAL J. KING, (#22489)  
SHER GARNER CAHILL RICHTER  
KLEIN & HILBERT, L.L.C.  
909 Poydras Street, 27<sup>th</sup> Floor  
New Orleans, Louisiana 70112  
Telephone: (504) 299-2100  
Facsimile: (504) 299-2300  
MANDATARY AND ATTORNEYS FOR  
ATLANTIC MARITIME SERVICES LLC, a  
Delaware limited liability company

Sworn to and subscribed before me, Notary Public,  
this 23rd day of July 2020.

  
Chad P. Morrow, Notary Public  
Notary/Bar Roll No. 28695  
My Commission Expires: at death

CHAD P. MORROW  
NOTARY PUBLIC  
BAR NO. 28695  
PARISH OF JEFFERSON, STATE OF LOUISIANA  
MY COMMISSION IS FOR LIFE

**VALARIS**

Atlantic Maritime Service LLC  
 5847 San Felipe, Suite 3500  
 Houston, TX 77057  
 Phone: (281) 809-0377

**INVOICE**

TO: FIELDWOOD ENERGY LLC  
 2000 W.SAM HOUSTON PARKWAY SOUTH  
 SUITE 1200  
 HOUSTON, TX 77042  
 ATTN: ACCOUNTS PAYABLE

INVOICE NO: FWD2007276  
 INVOICE DATE: 07/20/20  
 CUSTOMER NUMBER: 1348  
 PAYMENT TERM: 45 DAYS  
 RIG: Resolute

WELL NUMBER MC-519 #3

AFE #: FW191019

TO INVOICE FOR EXPENSES PAID ON YOUR BEHALF FOR THE RIG LISTED ABOVE AS PER  
 ATTACHED INVOICES

6625DPR3CRVL - SERVICE-ONSHORE,DRILL PIPE,RANGE 3,6-5/8 IN OD,SCALE REMOVAL	\$	5,265.00
PO#439741 - FR#223066		

Handling Charges @ 5%(601)	\$	263.25
----------------------------	----	--------

AMOUNT DUE:	\$	<u>5,528.25</u>
-------------	----	-----------------

Rig Manager's Approval: \_\_\_\_\_

**REMIT ACH PAYMENTS TO:**

Beneficiary: Atlantic Maritime Service LLC  
 Wells Fargo Bank, N.A.  
 San Francisco, CA  
 VIFT Code: WFBUS6S  
 AIA #121000248  
 Account # 4669481673

\$	(5,265.00)	024000.10417.4202.110
\$	(263.25)	810510.10417.4202.110
\$	(5,265.00)	810650.10417.4202.110
\$	5,265.00	919250-10417.4202.110

ED

VALARIS

Favorites Main Menu

Purchasing

Purchase Orders

Rowway PO Information

Purchase Orders

Activity Summary

Home

Worksheet

Add to Favorites

Sign out

## Activity Summary

Business Unit: 10013 PO Status: Dispatched  
 Purchase Order: 0000439741 Vendor: SMITH INTERNATIONAL  
 Merchandise Amount: 40,610.00 USD  
 Merchandise Receipt: 40,610.00 USD  
 Merchandise Returned: 0.00 USD  
 Merchandise Invoiced: 34,246.00 USD  
 Merchandise Matched: 34,246.00 USD

Line	Item	Item Description	UOM	Quantity Invoiced	Amount Only	Amount Invoiced	Currency Code	Un-Invoiced Quantity	Un-Invoiced Amount	Currency
1	66260PR30LPS	SERVICE-ONSHORE DRILL PIPE RAN	EA	5.0000	<input type="checkbox"/>	1,075,000.00	USD	0.0000	0.0000	USD
2	66260PR30RVL	SERVICE-ONSHORE DRILL PIPE RAN	EA	84.0000	<input type="checkbox"/>	5,460,000.00	USD	81.0000	6,265,000.00	USD
3	66260PR30PCL	SERVICE-ONSHORE DRILL PIPE RAN	EA	165.0000	<input type="checkbox"/>	6,775,000.00	USD	0.0000	0.0000	USD
4	66260PR30GF1	INSPECTION-ONSHORE DRILL PIPE	EA	165.0000	<input type="checkbox"/>	22,936,000.00	USD	0.0000	0.0000	USD

Return to Search

Notify

EXHIBIT 6

VALARIS

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[Home](#)
[Watchlist](#)
[Add to Favorites](#)
[Sign out](#)

## Purchase Order Inquiry

### Distributions for Schedule 1

PO ID: 000039741 Line: 2 Sched: 1 Item: 6029DFR3CVL SERVICE-ONSHORE DRILL PIPE RANGE 3.8-5.6 IN OD, SCALE REMOVAL

Status: Active  
 Distribute By: Quantity  
 Sched Qty: 185.0000  
 Merchandise Amount: 10,725.00 USD  
 Doc Base Amount: 10,725.00 USD

#### Distributions

Chartfields		Details/Tax		Asset Information		Reg Detail		GL Unit		Account		Oper Unit		Fund		Dept		Program		Class		Prod Ref		Product		PC Bus Unit		Project		Activity		Source Type		Category	
Dist	Status	Percent		PO Qty	Merchandise Amt			GL Unit	Account			Oper Unit		Fund		Dept		Program		Class		Prod Ref		Product		PC Bus Unit		Project		Activity		Source Type		Category	
1	Open	100.0000		185.0000	10,725.00 USD			10417	024000			110				4002																			



**EnscoRowan**

Ship To: EnscoRowan 202 RESOLITE C/O FIELDWOOD ENERGY LLC  
C-PORT 2  
180 1ST STREET  
GOLDEN MEADOW LA 70367  
USA

**EnscoRowan  
Field  
Requisition**

Business Unit: 10013 OPEN  
Req ID: 0000223066  
Date: 07/09/2019  
Page: 1

**Attention:**

REQ Type: ONSHORE REPAIR

ITEM	QTY	GL ACCT	Item ID	UOM	DESCRIPTION	COST	APL CATEGORY	CRIT RATING	PRICE	VENDOR LOCATION	CONFIRM TO	PO NO.
1	1	024000		EA	REPAIR-ONSHORE DRILL PIPE RANGE 30-58 IN OD, PS-1 CATV	40,510.00 40,510.00	21 - 21-DRILL-S	C				

PURCHASING USE ONLY

Line Item Exempt : N

Available Substitutes Item Desc :

ECQN NO:

HTS NO:

UNSPSC NO:

<< User Comments: FIELDWOOD RE-BILL FOR REPAIR OF 165-JTS OF 6-6/8 IN 56.95#/939-1.703 WALL V-150 R3 SUPER SLIP DP  
WITH 6-5/8 FH CONNECTIONS >>

Total Requisition Amount: 40,510.00

AFE: FW191019  
Lease: MC 519 H3  
Project Type: Drilling, Genovessa  
Engineer: B. Bullock  
Routing #: 580048

ROWAN RESOLITE  
MASTER/CM  
07/09/2019

DATE

RIG MGR/OPERATIONS MGR DATE

NOTE: Any additions or deletions must be Initialed

NOTE: Operator hereby authorizes ENSCO reimbursement of all items ordered above.

Operator (Print)

Rep Signature

Rep Name (Print)

List all Field  
ETRR No. by Item

PURCHASING ONLY FR NO: 0000223066

BUYER

DATE

THIS REQUISITION BEEN GIVEN TO BIG MANAGED LABORATORIES MANAGED VER.

DATE GIVEN

Customer Quote Register - 4831

Page 1 of 6

**DRILCO****CUSTOMER QUOTE**Quote #  
15343To: Rowan Drilling - Resolute  
Attn: Resolute  
Rep: Brian Rodgers 713-958-6863License #: 7-2-0887  
From: Raymond Bradberry  
Name: DRILCO-Port Fourchon  
Address: 180 1st Street, C-Port 2, Slip 2  
City: Port Fourchon  
State, Zip: LA, 70357  
Phone: 1-885-396-4100  
Fax: 1-885-396-4163Date: 7/8/2019  
Reference Number:   
Rev:   
Work Order: 11008429  
Manifest Number:

Item	QTY	UOM	Description	Location	Unit List Price	Ins. / Rep.	Total Cost
1			Material Description: (165) Jts of 6-5/8" S6.954 / 938-1703 w/ 1V-150 PSI Super Slip DP w/ 6-5/8" FH Connections	Select <input checked="" type="checkbox"/>		Select <input checked="" type="checkbox"/>	
2	5	hrs	Unload Trucks w/ 1 Forklift, 1 Operator, 1 Rigger	PF-DRILCO <input checked="" type="checkbox"/>	\$215.00	Handling <input checked="" type="checkbox"/>	\$1,075
3	165	ea	6-5/8" S6.954 SS DP to have OD's Sanded for Excessive Scale Removal	PF-DRILCO <input checked="" type="checkbox"/>	\$65.00	Inspection <input checked="" type="checkbox"/>	\$10,725
4	165	ea	6-5/8" S6.954 SS DP to have OD/ID Water Blasted	PF-DRILCO <input checked="" type="checkbox"/>	\$35.00	Inspection <input checked="" type="checkbox"/>	\$5,775
5	165	ea	6-5/8" S6.954 SS DP Inspected to PS-1 CAT 5 Specs	PF-DRILCO <input checked="" type="checkbox"/>	\$95.00	Inspection <input checked="" type="checkbox"/>	\$16,335
6	165	ea	To inspect Slip Proof Area MPI Inspection for Transverse Defects, with One Set of 4 Ultrasonic Wall Thickness reading in the Slip Proof Area	PF-DRILCO <input checked="" type="checkbox"/>	\$20.00	Inspection <input checked="" type="checkbox"/>	\$3,300
7	165	ea	6-5/8" S6.954 SS DP to have Perform Bi-Directional Shear Wave of End Areas	PF-DRILCO <input checked="" type="checkbox"/>	\$20.00	Inspection <input checked="" type="checkbox"/>	\$3,300

☒ Insert Item**Notes:**

\*Prices may increase if handover is required for any reason and complete repair is needed. Customer will be notified before process begins.

\*If any damages are not taken out by before this quote will apply. Any Repairs / Inspections above and beyond this quote will be additional.

Thank you for the opportunity to quote this service and we look forward to being of service to you in the future.

11008429 - Inspection on 165 Jts of 6-5/8" S6.954 SS DP

Repair Total: \$0  
Inspection Total: \$39,435  
Grand Total: \$40,510.00

Submit

Cancel

THE FOLLOWING GENERAL TERMS AND CONDITIONS CONTAIN INDEMNITY AND CHOICE OF LAW PROVISIONS. PLEASE READ CAREFULLY.

1. **Acceptance.** By requesting services, equipment, products or rentals thereof from Smith International, Inc., Customer voluntarily elects to enter into and be bound by these General Terms and Conditions for any Order accepted by Smith International, Inc.
2. **Definitions.**
  - a. "Smith", "Smith Bts" and/or "Smith Services" refers to Smith International, Inc., a Delaware corporation.
  - b. "Customer" refers to the person, firm or other entity to which services, equipment products or rentals are supplied or provided.
  - c. "Group" refers to either Smith or Customer and its respective co-interest owners, joint-venturers, and its and their parents, affiliates, subsidiaries, and each of their respective officers, directors, contractors, subcontractors, consultants, agents, employees and invitees.
  - d. "Claims" means all claims, losses, damages (including, but not limited to special, punitive, exemplary, general, compensatory, direct, indirect, incidental, or consequential damages), demands, causes of action, suits, proceedings, fines, penalties, taxes, judgments, liens, encumbrances, costs, obligations (including indemnities) and liabilities of every kind and character, under common law, equity, statute or otherwise, whether based on tort, contract or statute that may or could be asserted including, without limitation, actions in rem or in personam, civil or criminal actions, claims and/or causes of actions based on negligence, gross negligence, malice, intentional acts or omission, intentional infliction of emotional distress, equitable relief, joint and several liability, vicarious liability and/or respondeat superior, personal injury, property damage, mental anguish, death, past or future loss of wages or earning capacity, strict liability, wrongful death, and all reasonable expenses investigation, settlement, defense and litigation, court costs, attorneys' and experts' fees, arising out of, related to or in any way connected with these General Terms and Conditions or any Order.
  - e. "Force Majeure" includes acts of God, fire, floods, lightning, blizzards, earthquakes, ice storms, named tropical storms and hurricanes, terrorism, insurrection, revolution, piracy, and war; strikes, lockouts, and labor disputes (other than those strikes, lockouts and labor disputes of the party claiming Force Majeure which are within such party's reasonable control and may be resolved through reasonable efforts); federal or state laws, rules and regulations of any governmental or public authorities having or asserting jurisdiction over the premises of either or both parties; inability to procure material, equipment, or necessary labor, despite reasonable efforts; or similar causes (except financial) beyond the control of the affected party and which, through the exercise of diligent effort, such party cannot overcome.
  - f. "Order" means an oral or written work, service or purchase order or a service contract.
  - g. "Products" mean offload goods, products, equipment, materials, supplies and manufactured articles sold by Smith Bts Group to Customer Group under these General Terms and Conditions.
  - h. "Services" mean all services provided by Smith Services Group to Customer Group under these General Terms and Conditions including all services and equipment required to carry out the Work.
  - i. "Third Party" means a party not a member of Smith or Customer Groups.
  - j. "Work" means Products, Services and/or rentals.
1. **Terms**
  - a. Cash in advance unless Smith has approved Customer's credit prior to the sale. Terms of sale for credit approved accounts are total invoice amount due on or before the 30<sup>th</sup> day from the date of invoice. Smith invoices shall be deemed correct and shall evidence Customer's acceptance of products and/or services delivered, unless Smith receives written notice of any disputed items prior to the due date. However, Customer agrees to pay Smith any undisputed portion of an invoice as set forth above. Customer shall pay interest on past due balances at the lesser of 1.5% per month or the maximum allowed by applicable state or federal law. If Customer's account becomes delinquent, Smith shall have the right to revoke any and all previously applied discounts. Upon such revocation, the full invoice price without discount will become immediately due and owing and subject to collection. Customer hereby agrees to pay all fees directly or indirectly incurred in the collection of past due or delinquent accounts, including agency and attorney's fees.
  2. **Taxes.** Customer shall pay any and all taxes or other levies (other than income taxes) imposed or imposed by any government, governmental unit or similar authority with respect to the charges made or payments received in connection with Smith Work. Prices quoted by Smith do not include sales, value added tax, use or similar taxes and such taxes, where applicable, shall be added to the quoted prices and invoices accordingly. If, subsequent to the effective date of an Order, tax legislation is enacted or reinterpreted in a particular jurisdiction requiring Smith to increase or adjust the taxes, duties or levies it collects on its Work, the Customer and Smith agree to meet in good faith to adjust Smith's compensation until Smith can adjust its invoices accordingly.
  3. **Independent Contractor.** Smith is an independent contractor with respect to the performance of the Work, and neither Smith nor anyone employed by Smith shall be the agent, representative, employee or servant of Customer in the performance of such Work or any part hereof. When Smith's employees (defined to include Smith's direct, borrowed, special, or statutory employees) are covered by the Louisiana Workers' Compensation Act, La.R.S. 23:1021 et seq., Customer and Smith agree that all Work performed by Smith and its employees pursuant to these General Terms and Conditions are an integral part of and are essential to the ability of Customer to generate Customer's goods, products and services for purposes of La.R.S. 23:1061 (A)(1). Furthermore, Customer and Smith agree that Customer is the statutory employer of Smith's employees for purposes of La.R.S. 23:1061 (A)(3), irrespective of Customer's status as the statutory employer or special employer (as defined in La.R.S. 23:1031 (C)) of Smith's employees. Smith shall remain primarily responsible for the payment of Louisiana workers' compensation benefits to its employees, and shall not be entitled to seek contribution for any such payments from Customer.
  4. **Obligations of Customer.**

(a) Well Conditions: Notification of Hazardous Conditions. Customer, having custody and control of the well and superior knowledge of the conditions in and surrounding it, shall provide Smith with all necessary information to enable Smith to perform the Work safely and efficiently. Smith Products, Services and/or rentals are designed to operate under conditions normally encountered in the well bore or the work site; however, if hazardous or unusual conditions exist, Customer shall notify Smith in advance and make special arrangements for servicing such wells. **NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, CUSTOMER SHALL WAIVE, RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS SMITH GROUP FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH CUSTOMER'S OBLIGATIONS AS SET FORTH IN THIS CLAUSE 5 (a).**

(b) Fishing Operations: Customer shall assume the entire responsibility for operations in which Customer or its contractors fish, attempt to fish or perform any operation that may jeopardize the retrievability or the integrity of Products or rentals. Smith will, without assuming liability and if so requested by Customer, render assistance for the recovery of such Products or rentals.

### 1. Warranties and Disclaimers.

#### (a) Offsite Services

Smith Services warrants that all Services performed hereunder shall be performed in a good and workmanlike manner in accordance with good offsite practices and Smith Services will give Customer the benefit of its best judgment based upon its experience interpreting information and making recommendations, either written or oral, as to the type or amount of material or service required or to be furnished, or manner of performance or in prediction of results; and, all such recommendations or predictions are opinions only, and, in view of the impracticability of obtaining first-hand knowledge of the many variable conditions, the reliance on inferences, measurements and assumptions which are not infallible, and/or the necessity of relying on facts and supporting offsite services furnished by others.

(i) Smith Services' sole liability and Customer's exclusive remedy in any cause of action for breach of the foregoing warranties for services arising out of Services provided hereunder are expressly limited to, at Smith's sole option, (i) replacement or re-performance of the defective Services if practical or (ii) refund to Customer the invoiced portion of the defective portion of the Services.

(ii) Smith warrants to Customer that the inspection services to be performed hereunder shall meet current industry standards and, subject to standard conformity with Customer's written specifications. Customer acknowledges and agrees that Smith makes no representation as to results. THERE ARE NO OTHER GUARANTEES OR WARRANTIES (NOT REPRESENTATIONS) HEREUNDER, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED BY SMITH AND EXCLUDED FROM THIS AGREEMENT. NO AFFIRMATION, WHETHER BY WORDS OR ACTIONS BY SMITH, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES SHALL CONSTITUTE A WARRANTY.

#### (b) Offsite Products

(i) Smith Bits warrants that Products furnished hereunder shall conform to the quality and specifications represented and relevant scope of work document. Smith Bits reserves the right, at its sole discretion, to use new, used or refurbished parts in the assembly of its Products. Smith Bits warrants all its Products to be free of defects in material and workmanship for a period of twelve (12) months from the date of delivery to the location designated in the applicable Order.

(ii) The above warranty does not apply to: (i) rapidly wearing Products; (ii) ordinary wear and tear; (iii) Products that have been modified by anyone at Customer's request; (iv) Products supplied by Customer or purchased by Smith at Customer's request; (v) abnormal well conditions; (vi) incorrect specifications provided by Customer; (vii) aggressive fluids; (viii) consumables; (ix) improper storage; (x) handling of Products inconsistent with Smith Bits' recommendations; or (xi) due to causes outside of Smith Bits' control including, Force Majeure events, vandalism or improper voltage supply.

(iii) Smith Bits' sole liability and Customer's exclusive remedy under the foregoing warranty are expressly limited to the repair, replacement or refund of an equivalent portion of the purchase price, at Smith Bits' sole option, of Products which prove to be defective within the warranty period as stated in (i) above. Any claim by Customer pursuant to Smith Bits' warranty shall be made immediately upon discovery and confirmed in writing within thirty (30) days after discovery of the defect with respect to which the claim is made. Defective items must be held for inspection or returned upon request to Smith Bits' Houston, Texas facility (or other facility designated by Smith Bits), transportation prepaid and return shipments at Customer's expense. Smith Bits shall have the right to inspect the Products claimed to be defective and shall have the right to determine the cause of such defect. Products returned to Smith Bits for which Smith Bits provides replacement under this warranty shall become the property of Smith.

#### \* Rentals

Rentals hereunder are warranted to be free from defects in materials and workmanship. In the event that defects in materials or workmanship appear, Customer's remedy shall be exclusively limited, in the sole discretion of Smith, to either (i) the replacement of affected rentals; or (ii) proportionate rebate of the rental price of the defective rentals.

#### a. Third Party Warranties

For Work supplied by Smith's subcontractors, vendors, or suppliers, Smith shall assign third party warranties, if any, to Customer, to the extent such warranties are assignable.

#### a. Customer Substitutions

In no event shall Smith be liable for the cost of substituted products, services or rentals obtained by Customer from others to cover any Work which is defective or otherwise not in compliance with the applicable Order.

#### a. Express Warranties Only



I. NO WARRANTY IS GIVEN CONCERNING THE ACCURACY OR COMPLETENESS OF ANY TEST OR DATA, THE DESIGN, ENGINEERING, PERFORMANCE, OR EFFECTIVENESS OF PRODUCTS, MATERIALS OR SUPPLIES USED, RECOMMENDATIONS GIVEN, OR RESULTS OF THE SERVICES RENDERED AND SMITH IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE ARISING FROM THE RESULTS AND/OR RECOMMENDATIONS SUGGESTED BY SUCH WORK NOR ARE THEY INTENDED TO PROVIDE THE BASIS FOR ANY DECISIONS SUBSEQUENTLY MADE BY CUSTOMER, WHICH ARE AND SHALL REMAIN CUSTOMER'S SOLE RESPONSIBILITY. SMITH WILL NOT BE RESPONSIBLE FOR ACCIDENTAL OR INTENTIONAL INTERCEPTION OF OR TAMPERING WITH DATA, NOR DOES SMITH GUARANTEE THE SAFE STORAGE, THE LENGTH OF TIME OF STORAGE OR LOSS OF PRODUCTS OR MATERIALS.

II. THE FOREGOING WARRANTIES IN THIS CLAUSE 7 FOR WORK ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY (INCLUDING BUT NOT LIMITED TO COMPLIANCE WITH ANY GOVERNMENT REQUEST OR REGULATORY REQUIREMENT) SHALL NOT APPLY. SMITH WARRANTY OBLIGATIONS AND CUSTOMER'S REMEDIES THEREUNDER (EXCEPT AS TO TITLE) ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN. FURTHER, CUSTOMER SHALL BE RESPONSIBLE FOR AND AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS SMITH GROUP FROM AND AGAINST ANY AND ALL WARRANTY CLAIMS (DIRECT OR INDIRECT) THAT ARE NOT BASED ON, OR EXCEED THE LIMITATIONS OF, THE EXPRESS WARRANTIES SET FORTH IN THIS CLAUSE 7.

### 8. Title and Risk of Loss.

(a) Unless otherwise agreed between the parties, title to and risk of loss for Products sold will pass to Customer upon delivery to a common carrier at Smith's Houston, Texas facility (or other facility designated by Smith). Customer will pay or reimburse Smith for all freight, preparation, and in-transit insurance costs from the time of delivery. Customer agrees that title to and risk of loss for Products will pass to and remain with Customer, even if Smith agrees to store the Products at a Smith location until Customer requests delivery.

(b) The time, method, place or medium of payment will not in any way limit Smith's rights in and to the Products until payment has been received in full. On all Orders, Smith shall retain a security interest in the Products to the extent of any unpaid balance of the purchase price thereof, and Smith may use all reasonable efforts to retain and/or obtain possession of such Products until such unpaid balance has been received and accepted by Smith.

### 9. Delivery, Storage, Shipment, Insurance and Freight.

All prices are Ex-Works Smith's facility. Delivery dates are estimated and are not guaranteed. If Customer is not able to accept the Products and/or rentals on the scheduled delivery date, Smith reserves the right to either cancel the Order in full or store the Products and/or rentals at Customer's expense. Method and route of shipment are at Smith's discretion, unless Customer supplies explicit written instructions. Customer shall pay all costs for insurance and freight. Smith may fill an Order by separate shipments of various portions of the Products and/or rentals, and an Order is severable as to all such shipments. Packing, carting, shipment to port or to dock side, customs charges and all other costs relating to shipment exportation and importation shall be at Customer's expense.

### 10. Rental Equipment and Services.

Rentals shall remain the property of Smith and shall be returned upon demand. Customer shall be liable for any loss of or damage caused to Smith's rentals while such items are within Customer's custody and control or below the rotary table, save and except ordinary wear and tear. Customer shall be liable for the cost of or replacement of such rentals, such cost to be determined according to Smith's then current price list, price book, proposal and/or quotation. Accrued rental charges to the date of loss or damage must also be paid, and such rental charges shall not be applied to the sales price or repair cost of the lost or damaged rentals. Smith shall retain title to all damaged or lost rentals and no title or other interest in damaged or lost rentals shall accrue to Customer in such instance.

### 11. Stocking of Customer's New or Used Equipment.

In the event that Customer goods or equipment are stored at Smith's facility for any reason, CUSTOMER SHALL WAIVE, RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS SMITH FROM ANY CLAIM, LIABILITY OR OBLIGATION ARISING DIRECTLY OR INDIRECTLY FROM THE STORAGE, REMOVAL, RETURN, SALE, TRANSFER, OR DISPOSAL OF SUCH GOODS OR EQUIPMENT NOTWITHSTANDING THE SOLE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE, FAULT OR STRICT LIABILITY OF SMITH.

### 12. Cancellation, Returns and Claims.

(a) Orders for Products or rentals of special design, size or materials are not subject to cancellation. No Products may be returned, credited or replaced, unless approved in writing by Smith and may be subject up to a twenty percent (20%) restocking charge, plus all freight, fees and other costs relating to such return. Claims for shortages or damage, or deductions for erroneous charges must have Smith's prior written approval and must be presented within thirty (30) days of receipt of Products by Customer or its representatives.

(b)

Should Customer violate any of these General Terms and Conditions, become bankrupt, insolvent, go into receivership, or should any creditor or other person attach or levy Customer's property, Smith shall immediately have the right, without notice, liability, or the institution of legal proceedings, to take and remove its rentals, tools, equipment or materials wherever they may be found. CUSTOMER SHALL WAIVE, RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS SMITH FROM ANY AND ALL LIENS, CLAIMS, AND ENCUMBRANCES AGAINST THE TOOLS, EQUIPMENT, OR MATERIALS RENTED HEREUNDER AND SHALL RETURN THE SAME TO SMITH FREE AND CLEAR OF ANY LIENS, CLAIMS, OR ENCUMBRANCES.

### 13. Modification of Tools.

(a) Smith's rentals may not be dressed, changed, altered, or in any way modified by Customer, by anyone designated by Customer, or by an employee of Smith without the express and specific approval of a manager or officer of Smith. In the event Smith's rentals are so dressed, changed, altered, or in any way modified by Customer, Customer agrees to purchase such rentals at the current Smith's sales price.



(b) Standard rental tools, materials, or equipment altered for a specific job will be sold to the Customer at the current Smith sales price, and an additional charge equal to the cost of the alterations, plus twenty-five percent (25%).

(c) Special tools, materials, or equipment built for a specific job shall be furnished at a minimum rental equal to the manufacturing cost, plus fifty percent (50%) of such cost. Additional modifications requested will be charged in the same manner.

#### 14. Compliance with Laws.

Smith and Customer respectively agree to comply with all laws, statutes, codes, rules, and regulations, which are now or may become applicable to operations arising from or in connection with an Order subject to these General Terms and Conditions or arising out of the performance of such operations.

#### 15. INDEMNITIES.

##### a. Personal and Property.

1. Except as set forth in Subclause (b) (v) below, SMITH SHALL BE RESPONSIBLE FOR AND HEREBY AGREES TO WAIVE, RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER GROUP AND ITS INSURERS FROM AND AGAINST ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH DAMAGE TO OR LOSS OF property of or the personal and/or bodily injury, illness or death of any member of Smith Group arising out of or in connection with these general terms and conditions of the work provided hereunder.

2. CUSTOMER SHALL BE RESPONSIBLE FOR AND HEREBY AGREES TO WAIVE, RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS SMITH GROUP AND ITS INSURERS FROM AND AGAINST ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH DAMAGE TO OR LOSS OF property of or the personal and/or bodily injury, illness or death of any member of CUSTOMER GROUP ARISING OUT OF OR IN CONNECTION WITH THESE GENERAL TERMS AND CONDITIONS OF THE WORK PROVIDED HEREUNDER.

(b) **Special Indemnity.** Notwithstanding anything to the contrary herein, CUSTOMER SHALL BE RESPONSIBLE FOR AND AGREE TO WAIVE, RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS SMITH GROUP AND ITS INSURERS FROM AND AGAINST ALL CLAIMS BROUGHT BY OR ON BEHALF OF ANY MEMBER OF CUSTOMER GROUP, SMITH GROUP OR ANY THIRD PARTY arising out of or in connection with: (i) property damage, personal and/or bodily injury or death or loss or loss or destruction or replacement of any equipment, drilling rig/unit/vessel, platform or other fixed or floating structure for the case of services provided offshore, including oil/gas production facilities or pipelines; at or around a site (including any downtime, remediation or recovery time); (ii) property damage or loss that results from pollution, contamination, or radiation damage (including environmental pollution, contamination or damage), including containment, clean-up and remediation of the pollutant and contamination, whether or not required by an applicable federal, state or local law or regulation; (iii) property damage or loss that results from reservoir or underground damage, including loss of oil, gas, other mineral substances, or water or the well bore itself, and surface damage arising from subsurface or surface damage; (iv) trespass; or (v) loss of or damage to Smith Group's property, equipment, materials, products or rentals, including but not limited to, recovery, repair and replacement expenses when such loss or damage occurs: (a) IN THE HOLE OR BELOW THE ROTARY TABLE, (b) WHILE IN TRANSIT OR BEING MOVED ON ANY FORM OF TRANSPORTATION OWNED OR OWNED BY CUSTOMER GROUP, (c) WHILE LOCATED AT THE WELL SITE WHEN SMITH PERSONNEL ARE NOT PRESENT, (d) AS A RESULT OF KARROBERY MAINTAINED PRIVATE ACCESS ROADS TO THE WELL SITE OR AS A RESULT OF THE IMPROPER CONDITION OR LEASE ROADS ON THE SITE, OR (e) WHILE BEING USED BY OR WHILE UNDER THE CUSTODY OR CONTROL OF ANY PERSON OTHER THAN A SMITH EMPLOYEE, WHETHER IN AN EMERGENCY OR OTHERWISE. WITH RESPECT TO (a) ABOVE, THE PROPERTY, EQUIPMENT, MATERIALS AND PRODUCTS WILL BE VALUED AT THEIR RESPECTIVE UNDED REPLACEMENT COST AND RENTAL CHARGES ON THE EQUIPMENT LOST OR DAMAGED IN THE HOLE WILL CONTINUE TO BE PAID UP TO AND INCLUDING THE DATE ON WHICH SMITH RECEIVES NOTICE IN WRITING OF THE LOSS OR DAMAGE.

(c) **APPLICATION OF INDEMNITIES.** THE ASSUMPTION OF LIABILITY AND INDEMNITIES EACH PARTY ASSUMES HEREIN SHALL APPLY TO ANY SUCH CLAIMS WITHOUT REGARD TO THE CAUSE(S) THEREOF INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY, ULTRAHAZARDOUS ACTIVITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, INTERFERENCE OF MATERIAL, DEFECT OR FAILURE OF EQUIPMENT, DEFECT OR "JAIL" OR OTHER EDITION OF PREMISES, INCLUDING ANY CONDITIONS THAT PRE-EXIST THE EXECUTION OF THIS AGREEMENT, ON THE SOLE JOINT, CONCURRENT, GROSS, ACTIVE OR PASSIVE NEGLIGENCE OR BREACH OF DUTY (STATUTORY OR OTHERWISE) OR OTHER FAULT OF ANY MEMBER OF THE THOMAS TOOL GROUP OR CUSTOMER GROUP, AS APPLICABLE.

(d) **Anti-Indemnity and Insurance Savings Clause.** If any defense, indemnity or insurance provision contained in these General Terms and Conditions conflicts with, is prohibited by or violates public policy under any federal, state or other law determined to be applicable to a particular situation arising from or involving any services, equipment and/or products hereunder, it is understood and agreed that the conflicting, prohibited, or violating provision shall be deemed automatically amended in that situation to the extent, but only to the extent, necessary to conform with, not be prohibited by and avoid violating public policy under such applicable law.

Notwithstanding anything to the contrary herein, Customer Group shall be responsible for and agrees to release, protect, defend, indemnify and hold harmless Smith Group from and against any and all Claims made by any member of Customer Group or any Third Party for punitive, incidental, consequential, indirect or special damages, including, without limitation, loss of use, loss of data, loss of assets, loss of or delay in production, loss of profit, loss of business, or business interruption or downtime and without regard to the sole, joint, concurrent, gross, active or passive negligence or breach of duty (statutory or otherwise) of Smith Group.

#### 17. Insurance.

Each party, as indemnitor, agrees to support the indemnity obligations it assumes hereunder, by obtaining at its own cost, adequate insurance for the benefit of the other party as indemnitee, with contractual indemnity endorsements. To the extent each party assumes liability hereunder, such insurance shall waive subrogation against the indemnified Group and its insurers and name the indemnified Group as additional insured(s) and loss payee(s) and to the same extent such coverage shall be primary to that carried by the indemnified Group. Customer shall not self-insure without the written consent of Smith.

#### 18. Limitation of Liability.

Notwithstanding anything to the contrary herein, except as provided under Clause 15. (a) 1, Smith liability arising from or in connection with an Order subject to these General Terms and Conditions (whether for indemnity, breach of contract, negligence, misrepresentation, or otherwise) shall not in any circumstances exceed the full value of the consideration owed to Smith under such Order.

#### 19. Employee Solicitation.

Except with the prior written consent of Smith, Customer shall not directly, indirectly or through third parties solicit, recruit or induce any Smith employee, consultant or representative to leave, terminate or otherwise end his/her association with Smith in order to become an employee, consultant or representative of Customer until at least one (1) year has elapsed from Customer's receipt of the final invoice for the Work.

#### 20. Intellectual Property.

## Customer Quote Register - 4831

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While performing Work for Customer, Smith may utilize Smith's intellectual property and/or develop additional expertise, know-how, inventions, ideas, designs, methods, or processes which are Smith's exclusive property and which Smith may freely utilize in providing services for its other customers. Except where expressly and specifically indicated in writing in a separate development agreement, and in exchange for appropriate payment, Smith does not develop any intellectual property (including copyrights, patents, expertise, know-how, inventions, ideas, designs, methods and/or processes) for ownership by Customer under any Order subject to these General Terms and Conditions, and Smith retains sole ownership of any such intellectual property created during the course of Work hereunder. Notwithstanding the foregoing, Customer shall own any inventions, ideas or designs (whether patentable or not) solely suggested by Customer, its personnel or contractors. Customer shall also own any work or reservoir data acquired by Smith arising out of the Work and any reports or interpretations or characterizations thereof provided to Customer by Smith, subject to any confidentiality obligations, Smith may use such data internally to improve its products and services and to refine its computer models.

**21. Publicity.**

Unless required by applicable laws, rules or regulations, neither party shall issue, publish or permit any member of its respective Group to issue any press releases or otherwise publicize or cause any member of its respective Group to make any public statements, or otherwise publicize any information with respect to: (i) the content of any Order; (ii) the Work contemplated to be performed subject to these General Terms and Conditions; and/or (iii) any transactions or documents arising as a result of such performance, without the prior written approval of the other party.

**22. Severability.**

If any part of these General Terms and Conditions contravene any applicable statutes, regulations, rules, or common law requirements, then, to the extent and only to the extent of such contravention, such part shall be severed from these General Terms and Conditions and deemed non-binding while all other parts of these General Terms and Conditions shall remain binding.

**23. Amendment; Entire Agreement; No Waiver.**

No modification of these General Terms and Conditions shall be of any force or effect unless in writing and signed by an authorized signatory of both parties. These General Terms and Conditions constitute the entire understanding between the parties with respect to its subject matter and supersede and cancel all prior agreements, negotiations, understandings (written or oral) and discussions of the parties in relation to its contents. Failure to enforce any or all of the terms and conditions of these General Terms and Conditions in a particular instance or instances shall not constitute a waiver thereof or preclude subsequent enforcement thereof.

**24. Force Majeure.**

Either party will be excused from complying with the terms and conditions of these General Terms and Conditions and the applicable Order if, to the extent and for as long as, such party's compliance is delayed or prevented by a Force Majeure event. A Force Majeure event will not excuse making payments pursuant to an applicable Order or other commercial writing, performing indemnity obligations, or other duties not directly limited by the Force Majeure event. If a party is rendered unable, wholly or in part, by a Force Majeure event to perform, that party will give written notice detailing such Force Majeure event to the other party as soon as reasonably possible. If a Force Majeure event continues without interruption for ten (10) days, either party may cancel the applicable Order by giving written cancellation notice to the other party.

**25. Governing Law.**

Where any Work is to be provided in a geographic location covered by the General Maritime law, General Maritime law shall apply and shall govern the validity, interpretation, and performance of any Order subject to these General Terms and Conditions. In those instances where the General Maritime law does not apply, the law of the State of Texas shall apply and govern the validity, interpretation, and performance. The parties agree that the law of the selected jurisdiction shall apply exclusive of any principles of conflicts of laws that would require application of the substantive laws of another jurisdiction. Any suit or proceeding hereunder shall be brought exclusively in state or federal courts located in Harris County, Texas. Each party consents to the personal jurisdiction of the state and federal courts of said county and waives any objection that such courts are an inconvenient forum. References to any act, law, statute, rule, or regulation shall be deemed to include references to such as the same may be amended, replaced or rescinded from time to time.

Customer hereby acknowledges and agrees that all work, products and services provided by Smith International, Inc. shall be subject to the terms and conditions set forth in this Contract.

Customer:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_